

**COLLECTIVE AGREEMENT**

**PAGEMASTERS NORTH AMERICA INC.**



**(the “Company”)**

**- and -**

**CANADIAN MEDIA GUILD**



**Canadian Media Guild**

**La Guilde canadienne des médias**

CWA/SCA CANADA

**(the “Union”)**

**JANUARY 1, 2018 TO DECEMBER 31, 2020**

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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 — UNION & EMPLOYEE RIGHTS**

- 3.1 The Company and the Union agree to abide by the Ontario Human Rights Code. The Company further undertakes that it will maintain a workplace free from harassment and discrimination and will maintain policies in support of its obligations for both.
- 3.2 The Employer shall not discriminate or take disciplinary action against an employee because of his/her union activities, or in exercising the rights accorded to him/her by law and/or the provisions of this Collective Agreement.
- 3.3 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.
- 3.4 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.
- 3.5 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.

- 3.6 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**

- 4.01 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 640 hours. However, the probationary period may be extended up to a maximum of 160 hours. In cases where a probationary period is extended, the Employer will notify the Guild and the employee in writing.
- 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 thirty-two (32) hours or less per week.

7.2 Part-time employees are not covered by Article 13 (Recognized Holidays). Public holiday pay shall be governed by the Employment Standards Act.

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.

### **Temporary Employees**

7.4 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).



- 7.5 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 7.3.
- 7.6 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.
- 7.7 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.
- 7.8 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.
- 7.9 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.
- 7.10 A temporary employee replacing an employee on a leave of absence may be hired for up to twenty-four (24) months.
- 7.11 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.
- 7.12 A temporary employee with more than five (5) 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**

- 7.13 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.
- 7.14 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 During a layoff process, temporary employees are laid off first, and regular employees, second. 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.
- 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 - MINIMUM SALARIES**

Year 1: For an employee whose salary exceeds the last salary step of their classification, as described in Appendix A, the company will provide a lump sum payment of \$300 to such a full-time employee, pro-rated for a part-time employee. These are one-time payments and are subject to statutory deductions. There is no general wage increase in Year 1.

Effective upon ratification, the company will provide a lump sum payment of \$225 to all part-time employees who worked a minimum of 140 hours in the preceding 10-week period. This is a one-time payment and is subject to statutory deductions.

Year 2: For an employee whose salary exceeds the last salary step of their classification

described in Appendix A, the company will provide a lump sum payment of \$300 to such a full-time employee, pro-rated for a part-time employee. These are one-time payments and are subject to statutory deductions. There is no general wage increase in Year 2.

On January 1, 2019, the company will provide a lump sum payment of \$225 to all part-time employees who worked a minimum of 140 hours in the preceding 10-week period. This is a one-time payment and is subject to statutory deductions.

Year 3: For an employee whose salary exceeds the last salary step of their classification described in Appendix A, the company will provide a lump sum payment of \$300 to such a full-time employee, pro-rated for a part-time employee. These are one-time payments and are subject to statutory deductions. There is no general wage increase in Year 3.

On January 1, 2020, the company will provide a lump sum payment of \$225 to all part-time employees who worked a minimum of 140 hours in the preceding 10-week period. This is a one-time payment and is subject to statutory deductions.

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.
- 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.
- 10.5 Employee schedules will be posted two weeks in advance. Changes to the posted schedules are governed by Part VII.2 of the Employment Standards Act, 2000. Changes to an employee's start and/or end times for a scheduled day can be made on forty-eight (48) hours' notice to the affected employee or, with the agreement of the employee, on less notice.
- 10.6 Employees are entitled to at least 12 hours off between the scheduled end of one shift and the scheduled beginning of their next shift, except when an employee agrees

voluntarily to reduce that period. In no case will the period between shifts be less than 10 hours.

- 10.7 The Company agrees to the general principle that employee scheduling needs to find a reasonable balance of efficiently deploying staff in order to satisfy legitimate operational requirements while reasonably accommodating the legitimate work life balance issues raised by employees. Issues arising from the administration of this shared scheduling interest are agreed to be referred to the Joint Employee / Employer Committee.

## **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.

- 13.2 All employees shall be paid one-and-a-half times (1.5X) their hourly rate for each hour worked during a recognized holiday. Full-time employees who work on a recognized holiday shall have the option of taking another day off in lieu of holiday pay.

**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 worked
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 15.2 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 15.3 (a) is four (4) years.
- (b) No more than one (1) individual may be absent on a leave under Article 15.3 at any one time.
- (c) Upon expiry of any leave under Article 15.3, 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 in the case of maternity and parental leaves, for which seniority shall accumulate for the

full term of the leave.

- 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.
- 15.10 An employee who is granted leave under Article 15.9 and who qualifies under federal EI regulations, will be paid a top-up maternity leave benefit equal in value to four (4) weeks of their regular rate of pay in effect on the date of commencement of the maternity leave.

#### **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 16.1.

#### **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 – JOINT COMMITTEE**

The Employer and the Guild acknowledge the importance of having a strong and valuable relationship based on mutual respect, trust and consultation. The joint Employee-Employer Committee is established as a key ingredient in advancing the relationship. The committee will consist of two members appointed by the Employer and two members appointed by the Guild. Each party will designate one member as a co-chair. The co-chairs will determine a meeting agenda together and will circulate it to the other members of the committee at least two weeks before any meeting. The committee will determine its own procedures, including the establishment of confidentiality understandings. The committee will meet at least once every three months during the first year following ratification of this Agreement and may decide after that period to change the frequency of its meetings.

## **ARTICLE 19 – HEALTH AND SAFETY**

- 19.1 A joint Employer-Guild Health and Safety Policy Committee has been established and shall meet regularly in accordance with the Ontario Occupational Health and Safety Act. The Employer shall pay regular salaries and all reasonable expenses of Health and Safety Policy Committee members. In accordance with the Act, the Policy Committee shall: participate in the development of health and safety policies and programs; consider and deal with health and safety matters raised by members of the committee or referred by a workplace committee or H&S representative; participate to the extent necessary in investigations, studies and inspections related to occupational health and safety; co-operate with health and safety officers; monitor data on work accidents, injuries and health hazards. The Committee shall have the opportunity to review proposed remodeling changes to workplaces and make recommendations concerning ergonomics, air quality, furniture and equipment areas where employees are regularly working.
- 19.2 The Parties recognize the right of employees to work in an environment free of harassment.
- 19.3 Harassment will have the same meaning as defined in the Ontario Human Rights Code and the Occupational Health and Safety Act. Harassment includes engaging in a course of vexatious comment or conduct that is known or ought to be known to be unwelcome.
- 19.4 The Employer is fully committed and undertakes to ensure that its workplace is free from sexual harassment. Further it is fully committed to ensuring its compliance with the Ontario Human Rights Code and any other applicable legislation in this regard.
- 19.5 The Parties recognize the dignity and worth of every individual and are committed to a climate of understanding and mutual respect in the workplace. The Parties also recognize the right of employees to work in an environment free of violence.

19.6 The Parties agree that they will not tolerate, ignore or condone bullying, improper comments, conduct, actions or gestures directed towards a specific individual that would be reasonably considered to create an intimidating, humiliating, hostile or offensive work environment.

## **ARTICLE 20 — INFORMATION**

20.1 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.

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

20.3 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 21 — TERMINATION**

21.1 This Agreement shall become effective on the date of ratification, and terminate on December 31, 2020. 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 14th day of March, 2018.**

**Canadian Media Guild Per:**

Laura Godfrey  
Anna Maxymiw  
Layla Parker-Bozich  
Karen Wirsig

**Pagemasters North America Inc., Per:**

Alan K. Bower  
Ed Brouwer

## APPENDIX A - Salaries & Pay Administration

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

1. The Employer will determine the level at which a new hire is placed on the salary grid. The following minimum weekly salaries shall be in effect during the term of this Agreement:

### Editor <sup>[1]</sup>

	<u>Annual Salary</u>	<u>Weekly Salary</u>	<u>Effective Hourly Wage</u>
Step 1	\$42,500	\$817.31	\$20.43
Step 2	\$45,000	\$865.38	\$21.63
Step 3	\$46,750	\$899.04	\$22.48
Step 4	\$47,500	\$913.46	\$22.84
Step 5	\$48,750	\$937.50	\$23.44
Step 6	\$50,500	\$971.15	\$24.28

[1] Employees in the Editor classification who are at Step 1 on the date of ratification will advance to an effective hourly wage of \$22.12 on the date on which they otherwise would have advanced to Step 2 as contemplated by paragraphs 2 and 3 below. Such employees will advance to Step 3 in the subsequent year as contemplated by paragraphs 2 and 3 below.

### Agate Editor

	<u>Annual Salary</u>	<u>Weekly Salary</u>	<u>Effective Hourly Wage</u>
Step 1	\$37,500	\$721.15	\$18.03
Step 2	\$40,500	\$778.85	\$19.47

### Video Editor <sup>[2]</sup>

	<u>Annual Salary</u>	<u>Weekly Salary</u>	<u>Effective Hourly Wage</u>
Step 1	\$35,000	\$673.08	\$16.83
Step 2	\$38,500	\$740.38	\$18.51
Step 3	\$40,500	\$778.85	\$19.47
Step 4	\$42,500	\$817.31	\$20.43

[2] Employees in the Video Editor classification who are at Step 1 on the date of ratification will advance to an effective hourly wage of \$18.51 on the date on which they otherwise would have advanced to Step 2 as contemplated by paragraphs 2 and 3 below. Such employees will advance to Step 3 in the subsequent year as contemplated by paragraphs 2 and 3 below.

### Advanced Video Editor

	<u>Annual Salary</u>	<u>Weekly Salary</u>	<u>Effective Hourly Wage</u>
Step 1	\$45,000	\$865.38	\$21.63
Step 2	\$46,500	\$894.23	\$22.36
Step 3	\$48,000	\$923.07	\$23.08

2. Full-time employees shall advance on the salary scale at the rate of 1 step for every year worked.
3. Part-time employees shall advance on the salary scale according to hours worked. For clarity, one (1) year is equivalent to two thousand (2,000) hours worked.
4. An employee assigned to lead duties during a shift shall be paid the following in addition to their regular salary:
  - a) \$10 for lead duties performed between 2 and 4 hours.
  - b) \$20 for lead duties performed for more than 4 hours.

## **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. 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 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.
2. The Company will provide an Employee Assistance Program (EAP) for all employees.
3. All 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.
4. Part-time employees shall be eligible for two (2) paid sick days per year.
5. For the sake of clarity, except as provided for herein, part-time employees are not eligible for benefits.

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

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 discuss part-time employees and scheduling at the newly established Joint Committee.

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.

## **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**

March 14, 2018

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