

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE CANADIAN PRESS**  
(the "Company" or the "Employer")

- and -

**THE CANADIAN MEDIA GUILD**  
(the "Guild" or the "Union")

**WHEREAS:**

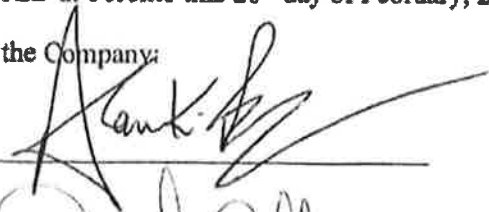
1. The parties have engaged in discussions and negotiations with respect to the renewal of the collective agreement between the parties.
2. In such discussions and negotiations, the Company and the Union have reached agreement on the terms of the collective agreement and other issues as outlined below.

**THEREFORE** the parties agree as follows:

1. Upon ratification by the bargaining unit, the renewal collective agreement between the parties is amended as set out in Schedule A.
2. The ratification vote shall be conducted not later than March 27, 2015.
3. The Union and each member of the bargaining team agree to unanimously recommend ratification of this Memorandum of Agreement to the membership.
4. Except as noted otherwise, the within terms and conditions become effective upon ratification by the bargaining unit.
5. The parties agree that the within terms and conditions shall be kept entirely confidential and shall not be disclosed by either party or any member of the bargaining unit team except, in the case of the Union, at the ratification vote meeting.

DATED at Toronto this 26<sup>th</sup> day of February, 2015.

For the Company:

  
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For the Guild:

  
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Errors and Omissions excepted.

## SCHEDULE 'A'

### I. Collective Agreement

Except as set out below, the terms of the January 1, 2012 to December 31, 2014 collective agreement are renewed.

### II. Amendments

#### 1. ARTICLE 38 – TERMINATION (Term of Agreement)

4 years: January 1, 2015 to December 31, 2018.

#### 2. ARTICLE 37 – BASIC SALARIES

Year 1: \$500 lump sum payment for full-time employees, pro-rated for part-time employees. These are one-time payments and are subject to statutory deductions. There will be no general wage increase in Year 1.

Year 2: A general wage increase of 1.25% effective on January 1, 2016. In the event that net revenue in 2015 is at least \$2.0 million higher than net revenue in 2014, an additional GWI of 0.5% will be effective on April 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 \$2.0 million higher than net revenue in 2015, an additional GWI of 0.5% will be effective on April 1, 2017.

Year 4: A general wage increase of 1.5% effective on January 1, 2018. In the event that net revenue in 2017 is at least \$2.0 million higher than net revenue in 2016, an additional GWI of 0.5% will be effective on April 1, 2018.

Net revenue is defined as gross revenue for the Canadian Press news agency, excluding Pagemasters North America, less royalty and freelance payments to third-party content providers.

For the purposes of the GWI conditions described above, net revenue in 2014 was

**3. PENSION**

2012 Pension Deal Sheet – Employee Participation Plan

Amend the 2012 Letter of Agreement (Amended Deal Sheet) as follows:

- i. Amend the annual interest rate on the pension payback amount as follows:

<b>Year</b>	<b>Interest rate</b>
2015	0%
2016	1.50%
2017	1.75%
2018	2.00%

- ii. For the term of the collective agreement, annual pension payback amounts will not be made. The unpaid amounts will be carried forward and the amortization schedule will be revised and extended accordingly.
- iii. Notwithstanding 3(ii), the payments to individuals whose employment was terminated prior to ratification and that were scheduled to be made on March 31, 2015, will be paid not later than December 31, 2015.

**4. ARTICLE 6 – SENIORITY (Layoff & Recall)**

Amend Article 6.07 as follows:

In the event of a layoff, the Employer shall give the Guild eight (8) weeks' notice and the employees concerned four (4) weeks' notice of such layoff and, where possible, will endeavour to give greater notice. Within seven (7) days of the Guild being notified, the Employer shall meet the Guild in connection with the layoff. At the meeting, the Employer will provide the Guild with the maximum number of employees the Employer contemplates laying off in each classification at each location and the current seniority list. In addition, during the period from when the Guild is notified until all the layoffs covered by the notice take effect, the Employer shall accept voluntary resignations from employees in the same location and classifications in which employees are to be laid off, instead of laying off the employee(s) receiving the notice of layoff. The employee(s) accepted for voluntary resignation shall be eligible for severance pay in accordance with Article 13. Where there number of voluntary resignations exceeds the number of employees being laid off at that location, voluntary resignations shall be designated on the basis of seniority.

**5. ARTICLE 19 – EMPLOYEE-EMPLOYER COMMITTEE**

a) NEW Article 19.07:

The parties agree to endeavour to use the employee-employer process to resolve problems that arise in the workplace. Where the parties reach agreement about how to resolve such a problem, they may effect that resolution on a without prejudice or precedent basis, or they may agree to modify the collective agreement. The company and the union commit to communicate resolved outcomes arising from the Committee.

- b) Nothing herein precludes the Union from referring specific non-monetary issues to the employee-employer process that are otherwise withdrawn during collective bargaining.

**6. PART-TIME EMPLOYEES**

a)

- b) Amend Article 31.05 as follows:

Notwithstanding the provisions of Article 31.04, the following applies to part-time employees who have worked a total of ~~1,000~~ 500 hours without any termination of employment other than a layoff and recall within six months. Except when work is not available or in circumstances beyond the control of the Employer, these part-time employees shall not be discharged by the Employer except for just cause.

**7. LETTERS OF UNDERSTANDING**

- (a) All letters of understanding are renewed.

- (b) NEW letters (see attached):

- i. Letter of understanding outside the collective agreement regarding part-time employees working full-time hours
- ii. Letter of intent outside the collective agreement regarding health care and life insurance eligibility for employees over age 65.

**LETTER OF UNDERSTANDING OUTSIDE THE COLLECTIVE AGREEMENT**

February 26, 2015

Keith Maskell  
National Representative  
Canadian Media Guild  
310 Front Street, Suite 800  
Toronto, ON

**RE Part-Time Employees Working Full-Time Hours**

Dear Keith,

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.

Where the same work has been performed by a part-time employee on a full-time basis for a period of at least 18 consecutive months, except for situations where the part-time employee is replacing a full-time employee(s) or other part-time employee(s) on a leave of absence authorized by the Employer or as provided for under the collective agreement, the parties will meet to discuss whether there is a continuing need for that work to be performed on a full-time basis. By mutual agreement, the parties may discuss a part-time employee's circumstances earlier than 18 months, should they deem it appropriate.

Where the Employer determines that there is a continuing need for that work to be performed on a full-time basis, the Employer may establish a full-time position to perform that work.

Yours truly,

Alan K. Bower  
Executive Director, Labour Relations  
On behalf of The Canadian Press

**LETTER OF INTENT OUTSIDE THE COLLECTIVE AGREEMENT**

February 26, 2015

Keith Maskell  
Staff Representative  
Canadian Media Guild  
310 Front Street West, #810  
Toronto, ON M5V 3B5

Dear Keith:

**RE: Health Care and Life Insurance Eligibility for Employees Over Age 65**

This letter confirms the without prejudice agreement between the parties, regarding certain benefit issues, reached during bargaining in 2014 and 2015 for the renewal of the collective agreement (the "renewal collective agreement"). This letter provides for extended health care (EHC) and life insurance benefits for that specific group of employees who: (1) are age 65 as of the date of ratification of the renewal collective agreement (ratified on [date TBD]); and (2) employees who will reach age 65 during the term of the renewal collective agreement (collectively the "Employees").

The Company will conditionally and temporarily enrol the Employees in a separate plan as set out in Appendix "A" (Benefit Plan Summary for Eligible Employees Over Age 65). Enrolment is conditional on the Employee continuing to be employed by the Canadian Press and not being in receipt of pension benefits under the defined benefit pension plan. For clarity, an employee who continues to be employed by the Canadian Press while simultaneously receiving pension benefits from the pension plan is ineligible for EHC or life insurance benefits. Enrolled Employees will be responsible for paying the Employee portion of the plan premiums.

This agreement will terminate upon the expiry of the renewal collective agreement. In addition, at that time, the Company shall rely on its March 6, 2014, notice to the Canadian Media Guild (the "Guild") that: (1) employees cease EHC and life insurance eligibility on their 65<sup>th</sup> birthday under the plan terms; and, (2) the Company will administer the determination of "eligible employees" under Article 10 based on the same terms.

The Canadian Media Guild cannot use this agreement to establish a precedent barring the Company from activating this notice.

Upon the Company activating the notice described above, the Employees' participation in the benefits set out in Appendix A ceases. In addition, thereafter all employees eligibility to participate in the EHC or life insurance benefits ceases at age 65.

Yours truly,

Alan K. Bower  
Executive Director, Labour Relations  
on behalf of the Canadian Press

## Appendix "A" – Benefit Plan Summary for Eligible Employees over Age 65

### **Employees Only**

- Life Insurance - \$30,000 and terminates at age 71
- Accidental Death & Dismemberment - \$1,000
- No long-term disability benefits

### **Employees and Family (If applicable)**

The benefits described herein are provided to employees to a lifetime maximum benefit of \$50,000.

### Dental Benefits

- 100% reimbursement of basic dental coverage
- 80% reimbursement of comprehensive dental coverage
- \$1,500 maximum dental reimbursement per person in any calendar year

### Prescription Drugs

- Where the provincial government provides drug benefits to seniors, the provincial government healthcare will be the first payer and Great-West Life will be the second payer.
- Subject to the payment arrangement described above, 100% reimbursement of generic prescription drugs (with a \$50 deductible for the employee and \$50 for the family), brand name drugs can also be covered but must be approved in advance by Great-West Life

### Hospital, Paramedical, and Emergency Travel

- Semi-private stay in hospital
- \$300 towards (chiropractors, osteopaths, podiatrists/chiropractors, naturopaths, massage therapy). This is a combined maximum i.e. \$250 towards massage therapy and \$50 towards chiropractic care
- \$500 towards physiotherapy
- Emergency travel – medical and personal
- Employee Assistance Plan