

# COLLECTIVE AGREEMENT

between



and



**Canadian Media Guild**

**La Guilde canadienne des médias**

CWA/SCA CANADA

**APRIL 28, 2017 – JANUARY 1, 2020**

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## **ARTICLE 1 – PURPOSE AND INTENT OF AGREEMENT**

1.1 The Parties recognize that VICE Media is the world’s preeminent youth media company and content creation studio.

It is the purpose and intent of this collective agreement to recognize the common interests and to define the relations between VICE Studio Canada Inc. (“VICE”) and the Union in promoting a creative, innovative, collaborative and progressive workplace, subject at all times to public scrutiny and regulatory authority. Further, it is the intent of this agreement to foster open communication and a cooperative and harmonious spirit between VICE and the Union and employees. The parties recognize the continuing rights of management to operate VICE efficiently and with regard to service to the public and clients, and the means by which grievances shall be disposed of promptly and equitably. VICE and the Union are committed to promoting the success of VICE while providing opportunities for its diverse workforce to fulfill their career aspirations.

1.2 VICE and the Union recognize the inherent right of employees to work in an environment characterized by mutual respect, dignity and fairness.

1.3 It is further agreed that creativity, editorial freedom and integrity, and talent will be given the highest priority in the application and interpretation of any of the clauses in this collective agreement. The Parties agree to explore creative solutions to workplace issues, to resolve matters in a timely manner and to not use technical arguments to impede the resolution process.

1.4 For clarity, the provisions of VICE’s Employee Handbook, as amended from time to time in VICE’s sole discretion, will apply to all VICE employees represented

by the Union. However, such Handbook will not form a part of and is not incorporated by reference into this Collective Agreement. Where there is a conflict between VICE's Employee Handbook and the Collective Agreement, the Collective Agreement takes precedence and applies.

## **ARTICLE 2 – DEFINITION OF THE BARGAINING UNIT**

2.1 The Employer recognizes the Canadian Media Guild as the exclusive bargaining agent for all employees employed in the following bargaining unit that was described by the Canada Industrial Relations Board in its certification order issued June 3, 2016:

all employees of Vice Studio Canada Inc., excluding finance, sales and casual staff, persons who perform management functions or are employed in a confidential capacity in matters relating to industrial relations within the meaning of section 3 of the Canada Labour Code and independent contractors governed by the Status of the Artist Act;

## **ARTICLE 3 – HIRING, PROMOTION AND SECONDMENTS**

- 3.1 The Parties are committed to providing employees with an avenue to utilize their skills to the maximum and support secondments and promotions in this regard.
- 3.2 All vacant positions (including newly created positions) with a term of three (3) months or more will be posted in a manner that will come to the attention of all employees. Each posting will provide a job profile containing a description of the job function and the tasks to be carried out, and for editorial positions only will identify whether the position could involve working on branded or sponsored content.
- 3.3 Employees have the right to apply for, and be considered for, any posted position within the bargaining unit. For clarity, subject to the remainder of this article, nothing herein obligates VICE to fill the position with a bargaining unit employee if no qualified bargaining unit employee applies for the position.
- 3.4 When VICE determines it can fill a permanent vacant position with an employee from a lower grade to a higher one which results in formal change in grade for that employee, this movement will be defined as a promotion.
- 3.5 Subject to the remainder of this article any employee candidate shall be considered for any vacant bargaining unit position, on the basis of VICE's opinion of their skill, ability, qualifications, performance record, potential and experience to perform the requirements of the new position. When after a consideration of such factors and VICE determines that an employee is qualified for the position, the employee shall be promoted or awarded he posted position.

(a) If two (2) or more employees are so qualified, VICE shall determine the best qualified, in its opinion, and that employee will be awarded the position.

(b) If no employee, in VICE's reasonable opinion, is qualified for the vacant position referred to in article 3.2, VICE may select any employee in or outside the bargaining unit, or appoint any employee from another location, or hire a new employee.

(c) VICE will provide, on reasonable request by an employee who was an unsuccessful candidate, reasons why the employee was not selected for the position.

(d) An employee candidate who has completed their probationary period may grieve a failure to be selected for the posted bargaining unit position in accordance with the provisions of 3.5.

3.6 The probationary period for all new employees is six (6) full months worked. During that period, VICE may in its discretion assess whether an employee is suitable to be retained and, if so, where in VICE's operations they may best be employed.

3.6.1 Unless this Agreement provides otherwise, any person re-employed by VICE after having separated from his or her employment shall, when re-employed, again be a probationary employee as herein provided, unless such probationary period is expressly waived by VICE in its sole discretion.

3.6.2 The termination of the employment of a probationary employee shall not be the subject of a grievance. For clarity, it is further understood that the discharge of a probationary employee is not a difference between the parties which can be subject to the grievance and arbitration procedure. A probationary employee may be

discharged or otherwise disciplined at the sole and unquestioned discretion of VICE, notwithstanding the absence of just cause. This is subject only to the strict requirements of the *Canadian Human Rights Act*.

3.7 VICE will interview any employee who applies for a vacant position provided that:

- (a) the employee has been employed in their current position for twelve (12) months or more; and
- (b) the employee meets the qualifications for the position as posted in VICE's reasonable opinion.

### 3.8 Secondments.

If an employee is reassigned to a position with a term of less than three (3) months, they will be considered on secondment. Under no circumstance will an employee who is seconded be paid less than their current rate without their consent. If the secondment is to a higher paid grade, the employee will be paid no less than the greater of: (a) their current grade, and (b) their new grade. An employee on secondment will have the right to return to their original position at the end of the secondment, if it still exists. If their former position no longer exists at the end of the secondment, the employee will be placed in a suitable vacant position in their grade, if one should exist. Where no such position exists, they will be placed in a similar grade, and where no such position exists, they will be subject to Article 15 – Layoffs.

## **ARTICLE 4 – NO DISCRIMINATION OR HARASSMENT**

### **4.1 Equal Employment Opportunity**

4.1.1 VICE provides equal employment opportunities to all employees and applicants for employment without regard to race, ethnic or national origin, colour, religion, age, sex, sexual orientation, gender identity, marital status, family status, physical or mental disability, carrier status, and conviction of an offence for which a pardon has been granted or in respect of which a record suspension has been ordered and any other ground protected by law. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, transfers, leaves of absence, compensation and training.

4.1.2 VICE expects employees to act in a way that contributes to the organization's equal employment opportunity objectives. Specifically, employees should:

- demonstrate sensitivity to and respect for social, cultural, sexual, and physical differences when working with other employees and clients; and
- report any suspected violations of the equal employment opportunity policy to their immediate supervisor, department head or Human Resources, and additionally, in the employee's discretion, a Union representative.

### **4.2 Work Place Violence and Harassment Policy**

- 4.2.1 The management at VICE is committed to the prevention of work place violence and harassment and is ultimately responsible for employee health and safety at VICE. VICE will take whatever steps are reasonable in management's opinion and in accordance with the applicable laws, to protect employees from sources of potential work place violence and harassment.
- 4.2.2 "Work Place Violence" means any action, conduct, threat or gesture of a person towards an employee in their work place that can reasonably be expected to cause harm, injury or illness to that employee.
- 4.2.3 "Work place" means any place where an employee is engaged in work for his or her employer, and includes any area where an employee is making a delivery for the employer, any location where an employee is providing a service under the employer's direction, and any mode of transportation (e.g., train, plane) where the employee is travelling in the course of business.
- 4.2.4 "Work Place Harassment" means engaging in a course of vexatious comments or conduct against an employee in a work place that is known or ought reasonably to be known to be unwelcome.
- 4.2.5 Sources of work place violence or harassment could be: a co-worker, a client or customer, a member of the public, a visitor, community-based settings, the work place neighbourhood, while commuting or in a vehicle, and/or during business travel.

- 4.2.6 Violent behaviour or harassment in the work place is unacceptable by anyone and will not be tolerated. This policy applies to everyone at and on all VICE properties including employees, visitors, clients, delivery persons, volunteers, etc. All employees are expected to uphold this policy and to work together to prevent work place violence and harassment.
- 4.2.7 There is a work place violence and harassment program that implements this policy. As the employer, VICE will ensure that this policy and the supporting program are implemented and maintained and that all workers and supervisors have the appropriate information and instruction to protect them from violence and harassment in the work place. This program includes: (a) measures and procedures to protect workers from work place violence and harassment; (b) a means of summoning immediate assistance; and (c) a process for workers to report incidents or raise their concerns. All work place violence or harassment related complaints will be handled through a formalized process. Information will be gathered from the complainant, witnesses and alleged offender. An investigator will be assigned and will proceed in a neutral, objective and unbiased manner. The information will be evaluated and the findings and recommendations will be forwarded to upper management to determine what corrective action will be taken, which may include appropriate disciplinary action, up to and including termination of employment. Once the corrective action, if any, is taken, the process will be monitored to its completion. A final investigation report will be prepared and placed in a work place investigation file, which is maintained separately from employees' personnel files.

- 4.2.8 Members of the bargaining unit who are complainants, respondents and witnesses in an investigation conducted pursuant to article 4.2.7 may request union representation during their participation in the investigative process, which shall not be unreasonably denied. It is understood, however, that expediency is often paramount in conducting investigations, and as such, should a union representative not be available to participate in a timely manner, the investigative process may nonetheless proceed. If union representation is provided, it must be provided by a non-employee union staff representative. Barring exigent circumstances, unless mutually agreed upon by the parties the unavailability of a union representative will not delay the investigation process by more than three (3) working days.
- 4.2.9 It is the policy of VICE, as well as a requirement of Canadian human rights law, that every employee is entitled to employment free of sexual harassment. Sexual harassment is defined as any course of conduct, comment, gesture or contact of a sexual nature that is (a) likely to cause offence or humiliation to any employee or (b) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 4.2.10 VICE is committed to make every reasonable effort to ensure that no employee is subjected to sexual harassment. Any person under the direction of VICE who subjects an employee to sexual harassment will be subject to disciplinary measures, including, if appropriate, discharge.

- 4.2.11 If any employee feels that he or she is the subject of sexual harassment, that employee should immediately contact their supervisor, manager, or Human Resources, and additionally, in the employee's discretion, a Union representative.
- 4.2.12 VICE will treat all complaints as strictly confidential and will not disclose the name of a complainant or the circumstances relating to the complaint to any person except where this disclosure is necessary for the purpose of investigating the complaint or taking disciplinary action in relation to such complaint or as required by law.
- 4.2.13 Sexual harassment is also a discriminatory practice under Section 14 of the *Canadian Human Rights Act* with redress for a violation may also be sought under the provision of Part III of that Statute.
- 4.2.14 Every employee must work in compliance with this policy and the supporting program. All employees are encouraged to raise any concerns about work place violence and harassment and to report any violent or harassing incidents or threats to their supervisor, manager or Human Resources, and additionally, in the employee's discretion, a Union representative. There will be no negative consequences for reports made in good faith.
- 4.2.15 Management pledges to investigate and deal with all incidents and complaints of work place violence and harassment in a fair and timely manner, respecting the privacy of all concerned as much as possible.

4.2.16 An employee who is dissatisfied with the outcome of a process described in this Article may exercise their rights under Article 14 – Dispute Resolution.

## **ARTICLE 5 – WAGES AND CLASSIFICATIONS**

- 5.1 Employees in the bargaining unit will receive no less than the pay rates in the scale of minimums set out at Appendix A, pro-rated to hourly rates or otherwise as necessary. Nothing prevents VICE from paying rates above these rates nor does anything prevent employees from negotiating higher rates for themselves. Employees may consult with the Union prior to such negotiations. VICE is authorized to negotiate rates directly with any employee or prospective employee, provided that the negotiated rate exceeds these minimum rates and does not violate the Canadian Human Rights Act, the Equal Wage Guidelines, 1986 SOR/86-1082, as amended, or the Canada Labour Code.
- 5.2 The application of these pay rates and percentage increases is retroactive to January 1, 2017. Retroactive lump sum payments will be paid to employees on or before April 30, 2017. No retroactive payments will be made to any employee who is not employed on the date that the collective agreement comes into effect.
- 5.3 No employee will suffer a reduction in pay rate or compensation as a result of implementation of this Collective Agreement.
- 5.4 New employees will be placed in the appropriate grades effective from the hiring date.
- 5.5 An employee who is promoted to a job in a higher grade will receive any rate increase that corresponds with placement in that grade.
- 5.6 An employee who moves to another classification and then returns to the employee's previous classification will upon return to their previous classification be paid no less than their previous pay rate in that classification and

may revert to the anniversary date that was in effect when the employee was in the previous classification.

- 5.7 All monies owing to employees for work performed and/or services received will be paid through direct deposit or as otherwise agreed. VICE will remit to the employee an electronic notification of deposit which will contain the employee's name, the payment date and corresponding work period, the amount of gross earnings, the nature and amount of deductions made and the amount of take-home pay.
- 5.8 Every employee will receive an increase of not less than the following in each year of the term of the Agreement:
- January 1, 2017 – 2%
- January 1, 2018 – 2.5%
- January 1, 2019 – 2.5%
- 5.9 Upon ratification of this agreement current employees will receive either the increase provided in 5.8 or an adjustment to their salary to comply with the minimum salaries in Appendix A, whichever is greater.
- 5.10 The minimum salary for interns will be \$15 per hour effective January 1, 2017. This minimum salary will be increased according to 5.8 and also will not at any time be less than the statutory minimum.

## **ARTICLE 6 – HOURS OF WORK AND OVERTIME**

- 6.1 It is understood and agreed that for some employees, there may be from time-to-time an irregular distribution of hours of work in a week necessitated by the nature of their work and VICE's business operations. The regular work week will be understood as forty (40) hours of work per week exclusive of lunch periods.
- 6.2 If VICE requires that an employee's regularly scheduled work hours be changed, it will provide the employee with forty-eight (48) hours' notice of such change except when there are unforeseen or emergency circumstances. Employees who will be newly scheduled to work outside the hours of 9:30 am to 6:30 pm, Monday to Friday, will be provided with a schedule at least one week in advance of the change except in unforeseen circumstances. For clarity, employees who are regularly scheduled to work outside of these hours are exempt from this clause unless their schedule is changed. Employees will be given two (2) consecutive days off in the week. Where possible, these days will be Saturday and Sunday.
- 6.3 If an employee is required to work on a day off, they will be paid at a rate of time-and-a-half their regular rate for a minimum of 4 (four) hours and no less than all of the hours worked on that day. It is understood that if there is not 4 (four) hours work available management can assign duties to complete the 4 (four) hour minimum. An employee may choose to take time off in lieu of pay.
- 6.4 If an employee is required to work more than forty (40) hours per week, the employee will receive time off in lieu of overtime payment at a rate of 1.5 times the excess number of hours worked beyond forty (40) hours. Hours worked include any time the employee is required to

work remotely, including such hours worked before or after their regular work day. VICE will endeavour to limit the requirement for employees to work outside of their regular work day to exceptional circumstances.

- 6.5 For employees in the positions listed in Appendix B the hours worked will be calculated based on the average number of hours worked by the employee over a two week period. The parties agree that this is to reflect the fact that employees in these positions have regularly scheduled work hours that vary in number from time to time due to the nature of VICE's business.
- 6.6 Lieu time earned under Article 6.2, Article 6.3 or Article 6.4 must be scheduled in consultation with the employee's manager. If operational requirements do not permit the earned lieu time to be used within the calendar year it was earned, the employee will be paid out at the overtime rate of 1.5 times the employee's salary prorated to the number of overtime hours worked.
- 6.7 Overtime is worked at the discretion of the manager or designate and must be pre-approved in writing. If an employee is approaching their forty (40) hours in a given week, they must speak with their manager to determine whether it is necessary to incur overtime hours. For clarity, in this Article, authorized overtime shall mean work requested and properly authorized by VICE in writing.
- 6.8 VICE will identify the positions needed for on-call duties and will rotate such duties among the employees in those positions. These positions will be listed in a letter of agreement attached to this Collective Agreement and may be amended by mutual agreement of the Parties.
- 6.9 To the extent that hours are compensated for at overtime rates under one provision they shall not be considered as hours worked in determining overtime

under the same or any other provision of this agreement (i.e. there shall be no pyramiding of overtime hours or any other payment under this agreement).

## 6.10 Workload

If an employee, or group of employees, feels their ongoing workload to be excessive, they will discuss it with their manager. If the issue is not resolved to the satisfaction of the employee(s), they may raise it with Human Resources and a Union representative. Where it is agreed the workload of the employee or group is excessive, VICE will make reasonable attempts to resolve the problem with input from the employee(s). Actions might include reassignment of work elsewhere, reassignment of the employee(s), additional resources, training, scheduling and planning.

## 6.11 Self-Assigned

6.11.1 Although there are no set hours for self-assigned employees, they will be paid an annual salary based on the normal hours of work for their position.

6.11.2 If an assignment allows flexibility in arranging hours, days of work, and days off it is recognized that such an assignment may be self-assigned. Although there are no set hours for self-assigned employees, the guideline to be used is a normal work week consistent with past practice. Such a guideline does not constitute a guarantee of work. Whether a person is in this regime will be determined by mutual agreement between the employee and their supervisor who shall evaluate the assignment and determine the scheduling arrangements. Each self-assigned employee undertakes to arrange their hours, days of work and days off in order to

complete their assignment(s) consistent with economy of operation and quality of work. Each self-assigned employee shall be required to account for all leave taken. Self-assigned employees have no claim for unused days off and therefore cannot carry them over from year to year.

6.11.3 All self-assigned employees, given their self-assigned status, will not have any claim to overtime. It is also understood that self-assigned employees have no claim for overtime on work on a day off or work on a statutory holiday.

6.11.4 It is further agreed that self-assigned status can apply to a regular assignment or project and the duration will be determined by mutual agreement between the employee and their immediate supervisor. VICE or a self-assigned employee can cancel the employee's self-assigned status with two weeks' prior written notice, in which case the employee will then work regular work hours.

6.11.5 The following articles will not apply to self-assigned employees:

Articles 6.2, 6.3, 6.4, 6.5, 8

## 6.12 Self-Assigned Workload Agreements

6.12.1 Self-assigned employees will have access to workload agreements. Workload will be administered in accordance with the following:

(a) The supervisor or delegate will, at minimum, conduct an annual workload review with each employee. The review will consider the nature of the employee's assignment, the organization of staff and facilities,

program objectives, the demands on time, and the number of days off likely to be worked.

The workload shall include the employee's expected pattern of work. Reviews will be confirmed in writing.

(b) No employee shall be required to maintain a workload in excess of that defined in (a) above on a regular and continuing basis, without review under this Article.

(c) Employees who believe they have a workload issue, which is regular and continuing and in their opinion requires remedial action, shall request a review. The employee and program manager or their delegate shall meet to discuss the workload with a view to develop a satisfactory resolution. Such resolution may include:

- alternative organization of staff and facilities;
- changes to the assignment;
- extra compensation;
- other such acceptable alternatives.

If after the meeting the employee is not satisfied, the matter will be referred to the Union/Management Committee for final resolution.

## ARTICLE 7 – VACATIONS

- 7.1 Full-time employees are provided with paid vacation days. Vacation is determined based on years of service at VICE, and is prorated based on a full-time employee's start date up to December 31. All paid time off days must be taken as full days or half-day increments. Part-time employees will be entitled to vacation in accordance with the *Canada Labour Code*.
- 7.2 Every full-time employee is entitled to fifteen (15) days of vacation with pay each year during the first three (3) years of employment. Such an employee accrues 1.25 days of paid vacation per month.
- 7.3 Beginning in the fourth (4<sup>th</sup>) year of employment, the full-time employee is entitled to twenty (20) days of vacation with pay each year. Such an employee accrues 1.66 days of paid vacation per month.
- 7.4 Beginning in the tenth (10<sup>th</sup>) year of employment, the full-time employee is entitled to twenty five (25) days of vacation with pay each year. Such an employee accrues 2.08 days of paid vacation per month.
- 7.5 Nothing in this agreement prevents VICE from granting additional vacation time to employees.
- 7.6 Vacation time must be scheduled in such a way that VICE can maintain sufficient staff to serve VICE client and operational needs. Therefore, each employee must submit their preferred vacation days to their manager as far in advance as possible to enable the manager to ensure proper coverage and attempt to avoid overlapping time off for related positions.
- 7.7 It is understood that in scheduling vacations employee preferences will be taken into account, subject to any

operational needs of VICE. For this reason, vacation will be scheduled with the approval of the employee's manager, which shall not be unreasonably withheld taking into account VICE's operational requirements.

- 7.8 If business or other valid reasons prevent the employee from taking all of their vacation time in the current year, the employee may carry over unused days until June 30 of the next calendar year. When an employee has not used their vacation entitlement by March 1 of the next calendar year VICE may approach said employee to discuss scheduling their vacation and will make best efforts to schedule it at a suitable time. When despite best efforts made by VICE, vacation is not scheduled by June 30 of the next calendar year, VICE may either require the taking of vacation by the employee or pay the employee for any unused vacation.
- 7.9 If an employee has used all of their vacation entitlements in a given year, they may request additional unpaid vacation. Such a request will not be unreasonably denied taking into account VICE's operational requirements. The unpaid vacation time will be scheduled according to Articles 7.6 and 7.7.
- 7.10 If a vacation has been scheduled and approved, the vacation is not subject to change by the employee. This is subject to two exceptions: (a) where a rescheduling request is made by an employee in writing to their manager and said request is approved; or (b) where an emergency situation arises or the employee must be hospitalized. For clarity, illness that does not require hospitalization and which arises during a scheduled and approved vacation will not be a permissible reason for an employee to reschedule their vacation or be provided with additional vacation time.

## ARTICLE 8 – HOLIDAYS

8.1 Employees will be entitled to the following paid holidays:

- New Year's Day
- Family Day (excluding Quebec)
- Good Friday
- Victoria Day
- St. Jean Baptiste Day (Quebec only)
- Canada Day
- August Civic Holiday (first Monday in August)
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

8.1.2 In addition to the above listed paid holidays, employees will be entitled to one “floater” paid holiday. An employee may request that a regular working day be deemed to be this floater holiday and it will be scheduled as such subject to any operational requirements causing such request to be denied by the employee’s manager. If an employee is asked to work during this paid “floater” holiday they will be compensated in accordance with article 8.2.

8.2 Employees who are rostered to work on any of the holidays, and do in fact work, will at VICE's discretion be compensated in one of two ways, namely:

(a) they shall be paid time and one half for all hours worked in addition to payment for holidays as listed in paragraph 8.1; or

(b) they shall be paid for the holiday at straight time only, but shall receive another day and a half off, to be set by VICE after consulting the employee.

8.3 VICE has the right to make rules and regulations for the purpose of regulating this paragraph.

Employees who are rostered off on any of the holidays shall receive a regular day's pay at the time the holiday occurs or an additional day off with pay in lieu of such holiday, such lieu day to be taken at a time set by VICE, after consulting the employee.

8.4 An extra paid day will be added to the employee's paid vacation in lieu of such holiday if such holiday falls within his vacation period.

8.5 An employee on lay-off shall not be entitled to holiday benefits.

8.6 No employee is entitled to holiday pay pursuant to paragraph 8.2 where the provisions of the *Canada Labour Code*, as amended from time to time, disentitle such employee from entitlement.

## **ARTICLE 9 – BENEFITS**

9.1 VICE will ensure insurance coverage and pay 50% of the premiums:

(a) Basic Health Care – 80% coverage for prescription drugs commonly covered by private sector plans.

(b) Basic Dental Care – up to \$1000 per year for Routine, Major, Bridges and Dentures Dental Coverage.

9.2 Long-term disability coverage for employees is part of VICE'S benefit package, as amended from time to time and which is not incorporated into this Agreement. Employees are required to pay 100% of the premiums in respect of such long-term disability coverage.

9.3 All of the above insurance coverage ceases at age 65 or prior retirement. All insurance mentioned above is more particularly described and set forth in the respective policy or policies of insurance. Any dispute over the payment of benefits under any such policy of insurance shall be adjusted between the insured or the beneficiary or any such policy and the insurance company concerned but VICE will use its best efforts in discussion with the Union and the insurance company concerned to adjust and settle such dispute. A booklet explaining the insurance plan will be handed out to new employees and will be available to employees upon request.

9.4 Group insurance shall terminate, unless VICE decides otherwise, after one of the following events:

(a) the employee is terminated or deemed to be terminated;

(b) the employee has quit;

(c) the employee has taken a non-paid leave of absence for over thirty (30) days;

(d) the employee has been on lay-off for more than thirty (30) days;

(e) the employee has been suspended for more than thirty (30) days.

Group insurance shall terminate on the last day of the calendar month during which an employee last earned wages.

9.5 If VICE decides in its sole discretion to change its benefit provider, the benefit coverage will remain the same for bargaining unit employees, and notification of the change will be provided to the Union.

9.6 VICE will ensure Life insurance, Accidental Death and Dismemberment coverage as follows:

(a) Life Insurance - 100% of annual earnings to a maximum of \$100,000 reducing by 50% at age 65.

(b) Accidental Death and Dismemberment – An amount equal to the Life Insurance benefit.

9.7 New employees shall become eligible for all of the above benefits on the first day of the month following completion of three (3) months of continuous employment.

9.8 A joint committee made up of three (3) representatives from VICE and (3) Union representatives will review the benefits package at minimum on an annual basis with the objective of recommending to management possible ways of optimizing benefits and minimizing costs while maintaining the current entitlements as outlined in this Collective Agreement. VICE will grant leave with no loss

of pay to up to three (3) employees appointed by the union to attend these meetings.

## **ARTICLE 10 – PERSONAL EMERGENCY LEAVE**

- 10.1 All full-time employees who have completed three (3) months of continuous employment are entitled to 10 paid days off work per calendar year, job protected, for personal emergency leave. This leave may be taken for personal illness, injury or medical emergency or to deal with other personal or family matters of an urgent matter.
- 10.2 The 10 days personal emergency leave does not have to be taken consecutively. The days must be taken in half or full-day increments. Personal emergency leave entitlements (paid and unpaid) do not roll-over from year-to-year.
- 10.3 VICE provides unpaid job-protected personal emergency leave to eligible employees in accordance with the Canada Labour Code. All employees who have worked for VICE for at least 3 consecutive months are entitled to personal emergency leave protection of up to 17 weeks, inclusive of the 10 paid personal emergency leave days that an employee may be entitled to pursuant to article 10.1. The employee must provide a medical certificate, upon VICE's written request, within 15 days of the return to work.
- 10.4 If an employee is out of work for 3 or more unscheduled consecutive days because of an illness or injury, the employee may be required to submit a doctor's note when the employee is able to return to work. In its discretion, VICE may ask for a doctor's note for absences of less than three days if abuse of this policy is suspected.
- 10.5 Unscheduled absences will be monitored. An employee will be counseled when the frequency of unscheduled absences adversely affects the operations of the

department. The Manager may request that the employee provide a statement from his or her health care provider at any time concerning the justification for an unscheduled absence.

10.6 If an employee fails to report for work without authorization or fails to notify Human Resources or the Employee's manager of their inability to report to work within three (3) days of the failure to report it, an investigation will be commenced, which depending on the findings, may result in termination of employment. An employee must report to his supervisor prior to resuming his work after an illness and VICE may require a medical certificate prior to resumption of duty by the employee. Any period of absence exceeding three (3) consecutive days must be automatically covered by a medical certificate. VICE reserves the right to require an employee absent from work for less than three (3) days to produce a medical certificate.

#### 10.7 Medical Examination:

When there is reason to suspect abuse of the sick leave provisions or for another reasonable cause, VICE may require the employee to comply with an independent medical examination. VICE reserves the right to select its own medical examiner and the Union may, if in its opinion an injustice has been done to any employee, have such employee re-examined at the Union's expense. When a medical examination is required by VICE the following conditions shall apply:

(a) The medical examination will take place during working hours. The employee shall be paid for the time involved and thus not lose any pay as a result of his or her taking a medical examination.

(b) The employee shall receive at least three (3) days' notice prior to the appointment with the doctor.

(c) Where VICE requires an employee undertake an independent medical examination, VICE will request in writing that the independent medical examiner provide to the employee a copy of any information provided to VICE at the same time and in the same manner as the information is provided to VICE.

It is understood that Article 10.7 does not apply to medical certificates required by VICE pursuant to Article 10 (unless expressly stated otherwise therein) which certificates will be provided at the employee's expense.

## 10.8 Short Term Disability (STD)

(a) Permanent employees may be eligible for Short Term Disability supplemental top-up if the permanent employee qualifies for Employment Insurance ("E.I.") The objective of the top-up plan is to supplement E.I. sickness benefits for up to 85% per cent of the employee's normal weekly earnings during the period of short term disability.

(b) A permanent employee will be eligible for supplemental payments if he/she qualifies for, and is entitled to, E.I. benefits during this period of unemployment. However, a permanent employee will also be eligible for supplementary payments when they are not receiving E.I. because they are serving the E.I. waiting period. Where the employee is serving the E.I. waiting period, the supplemental payments will be 95% of the permanent employee's normal weekly earnings. An employee must apply for, and be in receipt of, E.I. benefits before supplementary benefits can be paid.

(c) The permanent employee shall make written application to the Director, Human Resources. The application shall include a certificate from a legally qualified medical practitioner stating that short term disability is required for the permanent employee. Full-

time employees are required to exhaust the 10 paid Personal Emergency Leave Days (“Sick Days”) before being entitled to Short Term Disability and related supplemental top-up. No supplemental payment will be paid if the permanent employee is injured while in the commission of a crime.

#### 10.9 Long-term disability (LTD)

(a) Employees are eligible for Long Term Disability. There is a 120 day waiting period. The amount of coverage is 62% for the first \$2,500 of monthly earnings plus 44.5% of the next \$2,500 of monthly earnings plus 40% for the remainder to a maximum of \$6,000 or 85% of the employee’s pre-disability take-home pay, whichever is less. Any amount of Long Term Disability Insurance over \$3,500 is subject to approval of evidence of insurability. During the Long Term Disability waiting period, full-time employees are to use any available paid Personal Emergency Leave / Sick Leave days, after which they will be eligible for company supported Short Term Disability coverage.

10.10 Employees seeking STD or LTD benefits will be required to submit appropriate medical documentation within fifteen (15) days or the commencement or continuation of the benefits may be delayed until the certification is submitted.

## ARTICLE 11 – LEAVES OF ABSENCE

- 11.1 The service of an employee on an approved leave will be considered unbroken, unless otherwise agreed to by the parties.
- 11.2 The employee must make a request for leave of absence in writing to their manager as far in advance as possible but, except in the case of personal emergencies, no less than four (4) weeks in advance of the start of the leave. When an employee requests six (6) months or more of leave, they must make the request no less than eight (8) weeks in advance.
- 11.3 VICE will provide the employee with a written answer within two (2) weeks of the written request, except in the case of personal emergencies in which case the response will be given as soon as possible. If the leave is denied, written reasons will be given.
- 11.4 Bereavement leave
- (a) Employees with at least three (3) months of continuous service will be entitled to bereavement leave with pay. This leave will be five (5) days for Immediate Family and three (3) days for the Other Family listed below.
- i “Immediate Family” means an employee’s spouse or common law partner, the employee’s father and mother, the employee’s children and the children of the employee’s spouse or common-law partner, the employee’s grandchildren, and the employee’s sisters and brothers.
- ii “Other Family” means an employee’s aunt and uncle, the employee’s grandmother and grandfather and the mother and father of the employee’s spouse

or common law partner, and any other person defined as “immediate family” under the Canada Labour Code but not included in the definition of “Immediate Family” at (i).

(b) Employees with less than three (3) months of continuous service will have the same entitlement to bereavement leave set out at (a) but such leave shall be without pay.

(c) Bereavement leave must be taken on the three (3) scheduled working days immediately following the death of the Immediate Family member or Other Family member or contiguous with the funeral or any combination of the two, as the employee elects.

(d) If there are special circumstances where an employee requires additional time off for bereavement, an employee may make a request for such additional time and each request will be decided on its merits and VICE in its sole discretion will decide whether such additional leave will be with or without pay.

## 11.5 Compassionate Care Leave

(a) VICE provides unpaid job-protected compassionate care leave to eligible employees in accordance with the requirements of the Canada Labour Code. The following provides a summary of the statutory compassionate care leave entitlement.

(b) Employees are entitled to unpaid, job-protected time off work to provide care or support to certain specified individuals who have a serious medical condition with a significant risk of dying within 26 weeks. An employee may take family medical leave for up to 28 weeks in a 52-week period with respect to each specified individual.

(c) Family medical leave may be taken for any of the following individuals:

- an employee's spouse
- an employee's parent, step-parent or foster parent
- an employee's brother, step-brother, brother-in-law, step-brother-in-law, sister, step-sister, sister-in-law or step-sister-in-law
- a child, step-child, foster child, son-in-law or daughter-in-law of an employee or the employee's spouse
- a grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse.
- an employee's father-in-law, step-father-in-law, mother-in-law or step-mother-in-law
- an uncle, aunt, nephew or niece of an employee or employee's spouse
- the spouse of an employee's grandchild, uncle, aunt, nephew or niece
- an employee's spouse's foster parent
- any other person who considers an employee to be like a family member

(d) Employees applying for compassionate care leave must provide a medical certificate from a qualified medical practitioner in support of the leave, as required under the Canada Labour Code.

(e) Employees may be eligible for government-provided E.I. benefits while on Compassionate Care Leave.

## 11.6 Leave Related to Critical Illness

(a) VICE provides unpaid job-protected leave related to critical illness to eligible employees in accordance with the requirements of the Canada Labour Code. The following provides a summary of the statutory leave related to critical illness.

(b) An employee who has completed 6 consecutive months of employment with VICE, whose child is under 18 years of age and is critically ill, is eligible to take up to 37 weeks of unpaid job-protected leave to provide care or support to his or her child.

(c) If 2 or more of the employee's children are critically ill as a result of the same event, the employee is eligible for only one leave of 37 weeks. However, if 2 or more of the employee's children are critically ill as a result of different events, the employee will be eligible for separate leaves with respect to each affected child.

(d) Employees taking Leave Related to Critical Illness must give VICE written notice as soon as possible advising of the reason(s) for the leave and the intended length of the leave, as well as a medical certificate issued from a specialist medical doctor, as required under the Canada Labour Code.

Employees may be eligible for government-provided E.I. benefits while on Leave Related to Critical Illness.

## 11.7 Jury duty

An employee who receives a court summons of jury duty or is subpoenaed as a witness for a trial is eligible to be paid for time off, not to exceed 3 days as the

result of these events. The payment will be full pay for participating in this capacity.

#### 11.8 Leave for reservist service

(a) VICE provides unpaid job-protected reservist leave to eligible employees in accordance with the requirements of the Canada Labour Code. The following provides a summary of the statutory reservist leave entitlement.

(b) Employees who are military reservists, and who have been employed by VICE for at least 6 consecutive months, are eligible for an unpaid leave of absence to participate in the following operations or activities:

- A military operation in Canada or abroad designated by the Minister of National Defence,
- Annual training for the prescribed period or, if no period is prescribed, for a period of up to 15 days;
- Ordered training, duties and service in aid of a civil power as provided for under the National Defence Act; and
- Treatment, recovery or rehabilitation or a physical or mental health problem resulting from these operations or activities.

(c) Generally, reservists must provide their employer with 4 weeks' notice and the duration of their leave. If VICE requests proof that the employee is entitled to the leave, within 3 weeks after the leave starts, the employee must provide VICE with a document approved by the Chief of Defence Staff or their commanding officer.

## 11.9 Maternity and Parental Leave

### **11.9.1 Pregnancy leave**

(a) VICE provides pregnancy leave to eligible employees in accordance with the Canada Labour Code. The following provides a summary of the statutory pregnancy leave entitlement.

(b) Pregnant employees are entitled to maternity leave if they worked full- or part-time for at least 6 months before their leave begins. They have the right to take up to 17 weeks of unpaid time off work. Once the baby is born, they may also qualify for parental leave.

(c) Permanent employees are required by law to give VICE at least 4 weeks' notice before the leave starts, unless there is a valid reason why that notice cannot be given, and provide a medical certificate with the estimated due date. If they have a medical condition or emergency that requires them to stop working right away, they can start their leave without the 4 weeks' notice. However, they must provide us with a medical certificate confirming the condition or emergency and stating the expected date of birth with within 2 weeks from the day they left.

### **11.9.2 Parental leave**

(a) VICE provides parental leave to eligible employees in accordance with the Canada Labour Code. The following provides a summary of the statutory parental leave entitlement.

(b) As a new parent of a child, employees have the right to take a job-protected, unpaid time off work once a child is born or first comes into his/her care. To qualify an employee must have been employed at least 6 months before the start date of the parental leave.

(c) Birth mothers who take pregnancy leave are entitled to take up 35 weeks of parental leave. All other new parents can take up to 37 weeks of parental leave, beginning no later than 52 weeks after the date the child was born or first came into their care.

(d) Employees must give VICE at least 4 weeks' notice prior to the beginning of the parental leave, unless there is a valid reason why that notice cannot be given. Parental leave can be taken by both parents.

(e) Where both parents work for VICE, there is a combined maximum parental leave of 35 weeks from the day the pregnancy leave ends, or from the day the child is born, or from the day the adopted child is brought home. Since a natural mother also qualifies for pregnancy leave, she can combine her pregnancy leave with parental leave for up to 52 weeks of leave in total.

### **11.9.3 Supplemental pregnancy / parental leave benefits for permanent employees only ("top-up")**

(a) Up to 17 weeks of pregnancy leave and 35 weeks of parental leave will be granted in accordance with the Canada Labour Code. Alternatively, birth mothers who do not take pregnancy leave and all other new parents can take up to 37 weeks of parental leave.

(b) The objective of the top-up plan for permanent employees is to supplement E.I. benefits to up to 85% per cent of the employee's normal weekly earnings during the entirety of the permanent employee's pregnancy leave (17 weeks) and/or parental leave (35 weeks or 37 weeks, as applicable). The total amount of top-up is for a maximum of 52 weeks of combined pregnancy and parental leave.

(c) A permanent employee will be eligible for supplemental payments if he/she qualifies for, and is

entitled to, E.I. pregnancy/parental benefits. However, a permanent employee will also be eligible for supplementary payments during the E.I. waiting period, when the supplemental payment will be 100% of the employee's normal weekly earnings.

(d) This plan covers only temporary unemployment due to pregnancy or parental leave. Permanent employees do not have a right to these payments, except for supplementation of E.I. benefits during the unemployment period as specified in the plan.

(e) A permanent employee must apply for, and be in receipt of, E.I. benefits before supplementary benefits can be paid. The permanent employee must meet the requirements of the *Employment Insurance Act* concerning the period during which pregnancy or parental leave benefits can be paid.

(f) The leave may commence at any time during the 11 weeks preceding the estimated date of delivery.

(g) The employee shall make written application to the Director, Human Resources, at least 4 weeks prior to the date she intends to commence her leave. The application shall include a certificate from a legally qualified medical practitioner stating the estimated date of delivery.

(h) No employee shall be required to return to work earlier than 6 weeks following her actual date of delivery, nor shall she be permitted to do so unless she has the approval of a legally qualified medical practitioner.

(i) The employee shall be reinstated in her former position provided the leave taken is not longer than the leave provided by the Canada Labour Code, except where an extended leave has prior approval from VICE. If the position is eliminated during the leave

period and there is no other work that the employee is suitable or qualified for, the provisions of Lay Off and Severance under Article 15 and 16 apply.

(j) The permanent employee shall continue to accumulate vacation credits and seniority during her leave.

(k) During the period of pregnancy or parental leave, VICE shall continue to pay the employer's share of all benefits in which the employee is registered at the time of the leave, provided the employee continues to pay the employee share.

(l) Benefits payable under the plan is a sum which, combined with gross E.I. benefits, supplementary payments and other earnings equals 85% per cent of the permanent employee's normal weekly earnings.

(m) Payments from this supplementary plan are not considered as earnings for Employment Insurance, but are subject to income tax.

(n) The employer must have proof that the employee is, or is not, receiving E.I. benefits before supplementary benefits can be paid.

(o) Following the pregnancy or parental leave, if the permanent employee does not return to work for at least the same period of time that they received supplementary top-up payments, the employee shall be required to repay VICE the supplementary top-up payments as follows:

i. The repayment obligation for supplementary top-up payments will be calculated based on the number of weeks for which such supplementary top-up payments were provided less the number of full weeks of work performed by the employee upon completion of the pregnancy and/or parental leave in

respect of which the supplementary top-up payments were provided (the “Repayment Period”).

ii. The employee will be required to repay to VICE an amount equal to the supplementary top-up benefits which were provided to the employee for the Repayment Period. For example, if a permanent employee received 26 weeks of supplementary top-up payments and then returned to work for only 16 full weeks following the end of their pregnancy/parental leave, they will be required to repay to VICE the supplementary top-up payment they had received in respect of a 10 week period.

iii. This article 11.9.3(o) shall be enforceable under the grievance and arbitration procedure. The parties will endeavor to provide notice to the former employee against whom VICE is claiming repayment under this article 11.9.3(o). If, despite efforts, such notice does not occur, VICE may continue to make the claim for repayment.

#### 11.10 Leaves of Absence:

VICE provides employees with leaves of absence to which they are entitled under the *Canada Labour Code* and based on the eligibility requirements set out therein.

#### 11.11 Method of Payment while on Leave:

In the case of a paid leave, wages will continue to be paid at such time and in such manner as is VICE’s present practice.

#### 11.12 Leaves of Absence – Without Pay:

Leaves of absence without pay may be approved on an exceptional basis. They may be granted to full-time employees for several purposes including personal

business. Employees who are not eligible for leave under applicable legislation may apply for a leave under this article for the purpose of childcare or to care for him/herself or a family member with a serious health condition. Each request for leave without pay will be considered on its individual merits. Leaves are granted at VICE's sole discretion pursuant to applicable laws and requests will only be granted at the convenience of the department and provided that the leave does not place undue hardship on business operations. Where a leave of absence without pay is requested, and such leave of absence is not a form of statutory leave, all vacation time must be applied to the time off requested before an employee can be approved for an unpaid leave.

#### 11.13 Leaves of Absence: Process

(a) Any requests for a leave of absence must be made pursuant to VICE's policy in place and as set out in the Employee Handbook, as amended from time to time in VICE's sole discretion, and which is not incorporated into this Agreement.

(b) If a leave is sought for any medical purpose an employee will be required to submit the appropriate medical documentation on a special form obtained through Human Resources at certain times and as set out in the Employee Handbook, as amended from time to time in VICE's sole discretion, and which is not incorporated into this Agreement.

(c) VICE may seek clarification through the medical provider and/or require the employee to undergo an independent medical examination by a designated provider of VICE, if necessary, at the expense of VICE.

(d) An employee is required to contact his/her supervisor between 2 weeks and 1 month to report on

his/her status and intent to return to work. Additionally, if the employee is able to return to work earlier than anticipated, the employee is required to provide VICE with notice within a reasonable period of time of the revised date of return.

(e) When an employee has not been working because of illness, leave of absence or any other cause, it shall be his/her responsibility to arrange with VICE for his/her return to work at least three (3) regular working days prior to the time of his intended return.

(f) An employee who fails to return from an authorized leave of absence on the next scheduled working day following the expiry of the leave without a reasonable justification or who utilizes a leave of absence for other than the reasons for which it was granted shall lose all rights under this Agreement and his or her employment shall be deemed to be terminated forthwith.

## **ARTICLE 12 – COMPRESSED WORK WEEK**

- 12.1 A compressed work week may be available to certain employees providing such a compressed work week provides a proven added benefit to VICE.
- 12.2 Such a compressed work week can allow the regular hours normally worked by an employee to be spread over four days instead of the normal five days.
- 12.3 In certain circumstances, VICE may propose to an employee that he/she request a compressed work week where VICE is of the view this could provide a benefit to VICE.
- 12.4 Employees interested in such a compressed work week may request a discussion with their immediate supervisor who will review the request. Such a request must clearly identify the added value to VICE this compressed work week will deliver.
- 12.5 The supervisor will review the request and inform the employee whether the request will be granted. Such a compressed work week will have a set scheduled end date. If the compressed work week does not deliver the added benefit to VICE, it can be cancelled with one week's written notice from the employee's immediate supervisor. Employees and their immediate supervisor can also cancel the compressed work week arrangement with one week's written notice.
- 12.6 Requests for a compressed work week will be subject to business and operational considerations. Such requests may not be unreasonably denied by VICE.
- 12.7 The parties acknowledge that other forms of flexible work arrangements may be agreed upon between an

employee and his/her manager on a case by case basis. Flexible work arrangements will be implemented only when the employee and his/her manager agree that the arrangements will be beneficial to VICE. The Union will be notified of any employees working under flexible work arrangements as part of the report provided to the Union under Article 24.9 of this Collective Agreement.

## **ARTICLE 13 – DISCIPLINE AND DISCHARGE**

- 13.1 It is agreed that any grievances will be dealt with in an expeditious manner, and full disclosure of all relevant information will be shared by the parties during the grievance procedure. It is further agreed and an earnest effort will be made by both parties to settle the matter. All settlements reached in the grievance procedure will not set any precedent or prejudice either parties' position in future similar matters.
- 13.2 Subject to the provisions set out below, a claim by an employee who has successfully completed their probationary period that they have been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as provided for in the grievance and arbitration procedure.
- 13.3 In accordance with VICE's policy, VICE will normally utilize progressive discipline consisting of verbal and written warnings, suspension and termination.
- 13.4 However in cases of serious misconduct progressive discipline need not be followed and termination may occur.
- 13.5 The parties agree that the following offences (while not all inclusive) may justify the specific penalty of termination.
- Theft or Fraud, destruction or sabotage of VICE's property;
  - unauthorized disclosure of VICE's confidential information;
  - physical assault on another employee or member of management or customer;

- mistreatment of a customer;
- engaging in sexual, verbal, or physical harassment; or
- engaging in conduct that seriously harms the brand or reputation of VICE.

- 13.6 If VICE decides not to follow termination on any of the above or any other decision it makes regarding discipline or termination, such a decision shall not create a precedent, or be used against VICE in any future matter.
- 13.7 VICE retains the right to put forth the penalty of termination for other infractions/conduct, based on the circumstances surrounding the event(s) in question.
- 13.8 If an employee who has completed their probationary period considers he/she has been terminated or disciplined without just cause, they or the union may submit a grievance in writing commencing at step two (2) of the grievance procedure within three business days following the discipline or termination.
- 13.9 Employees who are members of the bargaining unit will have the right to union representation at any interviews during the investigation process. The employee and their union representative will be provided with advance written notice of, and reasons for, any investigation meeting.
- 13.10 Any disciplinary action resulting from the investigation process will be communicated to the employee in writing, with a copy given to the union.
- 13.11 It is agreed and understood that the termination of a probationary employee shall not be the subject of a grievance.

- 13.12 The parties agree the termination of a probationary employee is not a difference between the parties which can be the subject matter of a grievance, and as such, it is agreed and understood an arbitrator shall not have any jurisdiction to deal with the matter.
- 13.13 All documents referring to discipline shall be removed from an employee's personnel file when the employee has completed two (2) years with no further infractions.
- 13.14 An employee may review the contents of their personnel file upon written request with an HR representative present.

## **ARTICLE 14 – DISPUTE RESOLUTION & ARBITRATION**

- 14.1 The Parties agree that the dispute resolution process outlined below is intended to resolve matters quickly and effectively, ensure open communication, and provide a fair and binding resolution mechanism in the event that the Parties are unable to resolve any matter themselves. The Parties agree that they will work together and make every effort to find mutually agreeable solutions to resolve matters among themselves prior to seeking the assistance of a third party. The parties agree not to use technical arguments to impede the resolution process. The timelines under the grievance/arbitration procedure are mandatory, unless the grievor supplies a good and sufficient reason for missing the timelines such as illness or other unforeseen event beyond the control of the grievor.
- 14.2 Step 1 – Raising an Issue

If an employee, group of employees or the Union has an issue arising out of the application, interpretation or alleged violation of this agreement, the employee, group of employees or Union should raise this issue with Vice management within twenty (20) working days of the occurrence, or of its becoming known to the employee or union prior to filing a formal written complaint. At the request of either Party, a Union representative may be advised of the raising of the issue and may be in attendance at the discussion of the issue.

Management will respond within five (5) working days after the initial discussion.

### 14.3 Step 2 – Grievance

If the matter cannot be resolved after being raised and discussed informally as above, then the Union/employee may submit a formal written complaint to Vice on behalf of the employee, group of employees and/or the Union within five (5) working days from the decision in 14.02 above . This complaint is called a Grievance. The Grievance should provide sufficient details to allow Vice to understand the issue being raised and the resolution being sought.

### 14.4 Step 3 – Grievance Meeting

Unless otherwise agreed to by the Parties, within five (5) business days of the Grievance being provided to Vice, the Parties will meet to discuss the Grievance. This meeting will be held during work time and will be used to discuss the Grievance and to look for a resolution. Before or at the meeting, both Parties will exchange information that is relevant to the Grievance. Up to two (2) members of the bargaining unit and a staff representative will be permitted to attend the meeting and the members will not suffer a loss of pay to attend. At or following the meeting, either party can request additional relevant information from the other party, and such information will be provided as soon as practicable.

### 14.5 Step 4 – Grievance Response

Within three (3) working days of the Grievance Meeting, Vice will provide to the Union a written response to the Grievance. The time lines may be extended by mutual agreement of the parties.

#### 14.6 Step 5 – Referral to Arbitration

If a Grievance remains unresolved after the above steps, either party may then have the Grievance resolved by binding arbitration within five (5) working days from the step four(4) response above and will commence that process by informing the other party in writing of its desire to proceed to arbitration.

#### 14.7 Appointment of Arbitrators

The parties have agreed to the list of arbitrators below to whom grievances referred to arbitration will be assigned. When a Grievance is referred to arbitration, the parties will discuss which arbitrator on list to appoint to determine the grievance. In the event that the parties cannot reach agreement on an arbitrator, the next arbitrator in the rotation who is available to commence hearing the case within sixty (60) days will be assigned the case and the hearing will be scheduled within that time frame, unless the Parties agree otherwise. If none of the arbitrators on the Parties' list of arbitrators is available to hear a case within the sixty (60) day period, then the Parties will, by mutual agreement, within five (5) business days select an arbitrator who is not on the Parties' list. In such a situation, if the Parties are unable to agree on an arbitrator, the Parties will request that the Minister of Labour appoint one.

The arbitrator appointed will not be authorized to alter, amend add to or change the language of the collective agreement.

## **List of Arbitrators**

Chris Albertyn

Gord Luborsky

Brian Keller

Stephen Raymond

Fred Von Veh

Marilyn Nairn

Jasbir Parmar

### 14.8 **Grievance Procedure Arbitrator**

The grievance procedure arbitrator will be seized for the life of the agreement to determine by conference call or as agreed otherwise between the parties any dispute concerning the exchange of relevant information, referrals of grievances to arbitration, and the assignment of cases to arbitrators from the Parties' list. Conference call hearings under this provision will take place within 48 hours of being requested by either party and the grievance procedure arbitrator will render a decision within 24 hours of the hearing with written reasons to follow if requested by either party. This decision will not set any precedent for any future case or matter. The fees will be split equally between the parties.

The grievance procedure arbitrator will be Russell Goodfellow.

## 14.9 Mediation

After the grievance procedure has been exhausted and the matter has been referred to arbitration in accordance with the terms of this Collective Agreement, the parties may by mutual agreement submit the matter to a private mediator agreed to by the parties. By mutual agreement the mediator may be appointed as an arbitrator to hear the matter if it is not resolved. Settlement arrived at in mediation will be final and binding on all the parties involved. Each party will be responsible to pay one half of the costs of such mediation.

## 14.10 Management/Union Grievance

If Vice or the union has an issue arising out of the application, interpretation or alleged violation of this agreement, it may raise the issue with the employer/ Union as appropriate and pursue a Grievance by following the steps outlined above.

14.11 The fees and expenses of any arbitrator appointed under the Arbitration Procedure will be borne equally by the parties.

## ARTICLE 15 – LAYOFFS

- 15.1 In the event VICE determines a reduction of staff is necessary due to lack of work or other legitimate economic reasons in a location, it will meet with the union at least three (3) weeks prior to the effective date of the layoff(s). In the event the three week time frame mentioned above cannot be met due to operational requirements or other events beyond VICE'S control, it will provide the union with as much notice as possible.
- 15.2 At this meeting VICE will inform the union of the number of positions affected and discuss with the Union steps that have been taken or could be taken to avoid layoffs (e.g. reassignment of qualified employees to vacant positions) . The union will have the opportunity to suggest alternative ways to avoid the layoff(s) and Vice will give reasonable consideration to such suggestions.
- 15.3 VICE will also seek expressions of interest from remaining staff for a voluntary layoff in an effort to avoid involuntary layoff(s). If more volunteers are identified, VICE at its sole discretion will select from among such volunteers.
- 15.4 In the event VICE must proceed with the layoff(s) the affected employee(s) will be given two weeks' written notice of such a layoff. In the event this two week notice period cannot be met by VICE due to operational requirements or other events beyond VICE'S control, VICE will provide as much notice as possible to the affected employee(s) and it will pay out the remainder of the notice period in addition to any severance monies the employee is entitled to.

## **One Step Bumping Process**

- 15.5 Within five (5) days of receiving the layoff notice the affected employee(s) may choose in writing to displace a more junior employee at the same or lower grade salary scale. If the employee decides to displace a more junior employee they must have the demonstrated skills, qualifications and ability to perform the tasks without any training. Where there is more than one more junior employee in such a position, the employee who has been given notice of layoff must displace the most junior of these employees in the classification.
- 15.6 There will be no other displacements/bumping allowed and the displaced/bumped junior employee will be laid off. VICE will give written notice of layoff to the Union and displaced employee no less than two (2) weeks before the effective date of the displaced employee's layoff. In the event this two week notice period cannot be met by VICE due to operational requirements or other events beyond VICE'S control, VICE will provide as much notice as reasonably possible.

## **Recall**

- 15.7 Employees who will be laid off will have the option of being placed on a recall list for twelve (12) months or relinquishing recall rights and opt for the immediate payment of their severance pay as set out in Article 16.
- 15.8 If the laid off employee opts for recall rights and is not recalled within the twelve (12) month period they will receive their severance pay after the twelve (12) month period as set out in Article 16.

- 15.9 If VICE decides to add additional positions or any positions (including contract positions) otherwise become available at the layoff location, and at the same salary grade or lower, employees on the recall list will be given a notice of recall by phone, e mail or other proved delivery system, provided they have the demonstrated skills, qualifications and ability to perform the available tasks without any training.
- 15.10 Employees so recalled will have five (5) days to respond to the recall.
- 15.11 Employees must keep VICE informed of their correct address, e mail contact information and current phone number. Failure to do so will not place any liability whatsoever on VICE related to recall or any other rights.
- 15.12 If no one on the recall list has the required qualifications for an available position or if no one on the recall list accepts recall to the position, the position will be filled in the normal manner.

## **ARTICLE 16 – SEVERANCE**

- 16.1 An employee who has received a voluntary or involuntary layoff under Article 15 or whose employment is terminated because of illness or death, will be paid severance equivalent to no less than two (2) weeks of pay per year of service, prorated for part years, and no less than two (2) weeks total, to a maximum of ten (10) weeks. Such payment is inclusive of and not in addition to the severance pay required by the Canada Labour Code. The employee may decide at any time to give up their recall rights and receive this severance pay. Should an employee's recall rights be deemed terminated by this Collective Agreement, then such severance pay will at that time be payable. For a returning employee whose employment is again terminated, severance pay is not payable in respect of the period of time in which severance pay was already provided.

## **ARTICLE 17 – EDITORIAL INDEPENDENCE**

- 17.1 Management will make every effort to protect the editorial credibility and independence of its content and employees, and will ensure that all editorial control is exerted from within the given department or production. Furthermore, Managers commit to the understanding that all VICE Canada editorial departments are editorially independent and free to make decisions without interference from any other non-editorial division of the company.
- 17.2 Editorial employees will be required to perform any and all tasks assigned by management. Unless expressly agreed to, editorial employees will not be expected to work on content that has editorial approvals from a non-editorial third party.
- 17.3 If an employee has concerns or issues he/she can discuss the matter with the senior editor who will review the matter and render a final decision on whether or not editorial independence has been compromised.
- 17.4 VICE believes in defending and protecting the work of its journalists and the identity of its sources, at all times to be balanced with concerns for public safety and compliance with the law and its processes.

## **ARTICLE 18 – CONFLICT OF INTEREST AND RE-USE OF WORK**

- 18.1 Employees may hold an outside job as long as such job is not with any competitor of VICE, it does not interfere with the performance of their duties for VICE, it does not reflect badly on the VICE brand, and the employee continues to meet the performance standards of their job with VICE. Notwithstanding the foregoing, an employee must disclose any outside employment to management at the time of VICE's offer of employment or thereafter in advance of commencing any new outside employment, as well as any possible conflicts of interest, either real or perceived.
- 18.2 Where VICE disapproves of an employee's outside work based on the criteria set out above, VICE will inform the employee in writing of this disapproval and the basis of the disapproval within three (3) working days of VICE being informed of the outside work.
- 18.3 Where the employee or union wish to challenge the decision given under article 18.2 outside activities, it is agreed that the matter may be referred to a joint panel consisting of two (2) representatives appointed by the union, two (2) representatives appointed by management, and a neutral third party mutually appointed by the union and management. This joint panel will convene an in-person meeting or where an in-person meeting is not possible, a conference call meeting, within two (2) working days from the referral, and will consider all relevant information with a view to resolve the matter. The panel will render a decision within one (1) days from the meeting. If either management or the union disagrees with the decision of the majority, the matter may be appealed to

arbitration in accordance with the arbitration procedure outlined in Article 14 in which case the decision of the panel is binding in the interim.

The parties shall share the cost of the neutral third party. Where the parties cannot agree on who to appoint as the neutral third party, the Grievance Procedure Arbitrator will serve as the neutral third party and will convene the joint panel meeting within the time frame set out above.

- 18.4 An employee shall not be permitted to create and/or distribute commercial intellectual property (“IP”) deemed to be competitive with VICE, create and/or distribute IP to entities deemed to be competitive with VICE or inconsistent with or harmful to the VICE brand, or create and/or distribute commercial IP that is in a substantially similar format to IP that the employee creates for VICE, subject only to situations in which the employee has the express written consent of VICE, which may not be unreasonably withheld. VICE shall determine, in its reasonable opinion what IP or entities are competitive with VICE, or what IP is in a substantially similar format to IP regularly created for VICE.
- 18.5 If an employee wants to create IP that is directly derived from work the employee developed or created for VICE, or is based upon VICE IP, an employee must in all cases obtain express written permission from VICE.
- 18.6 For the avoidance of doubt, in all cases VICE will maintain a commercial interest in any and all derivative works based on VICE-owned IP.
- 18.7 If an employee wishes to create and distribute new IP outside of the scope of their employment with VICE, the employee must notify their manager in writing in

advance to avoid any contention that the IP falls within the scope of their employment with VICE in which case Article 18.1 and 18.2 would apply. VICE will make a reasonable determination as to in its sole and unfettered discretion whether such IP falls within the scope of the employee's employment.

- 18.8 If VICE elects to produce and/or distribute the derivative work based on the IP, then terms are subject to good faith negotiations between VICE and employees, and failing agreement on such terms, VICE may unilaterally establish reasonable terms.
- 18.9 If VICE declines to produce and/or distribute the derivative work based on the IP and provides confirmation in writing to the employee of this, the employee may pursue the production and/or distribution of the derivative work based on the IP via a third party that has demonstrated a *bona fide* offer to create such a derivative work, subject to VICE retaining the right of last match to any third party offer received by the employee.
- 18.10 Should a third party produce and/or distribute the derivative work based on the IP in accordance with article 18.7, the third party must obtain a license from VICE to do so, the terms of which will be negotiated by VICE with the third party. Any license of the IP by a third party will include, amongst other customary terms for a derivative rights license, each of an ongoing royalty payment and backend gross profit participation rights for VICE. For the avoidance of doubt, the employee cannot himself or herself license the IP and market it to any third party for the creation of a derivative work.
- 18.11 The creation and distribution of outside IP cannot interfere with an employee's obligations to VICE.

- 18.12 If VICE creates a derivative work (a) that is based upon IP created by an employee within the scope of the employee's employment at VICE; (b) that was publicly exhibited by VICE previously; and (c) for which the employee received a by-line in connection with VICE's previous public exhibition, then the employee shall receive a credit in the derivative work substantially in the form of "Based on the article written by [NAME] for VICE Media."
- 18.13 Any grant of permission made by VICE to an employee under any aspect of this Article 18 shall be specifically deemed not to create a practice and may not be used as evidence in any arbitration arising in any dispute under this Collective Agreement.

## ARTICLE 19 – EMPLOYMENT STATUS

- 19.1 VICE is committed to maintaining a permanent workforce and recognizes the value that permanent employees provide.
- 19.2 The Guild recognizes the need for additional flexibility in how employees are engaged to meet the requirements of the operation.
- 19.3 The Parties agree accordingly that in addition to permanent employees VICE may hire some employees within the bargaining unit on a non-permanent basis as contract employees and as interns as set out below.
- 19.4 The parties agree that contract employees and interns will not be used to replace permanent employees or to avoid creating or filling a permanent vacancy.
- 19.5 Contract Employees

An employee may be hired as a contract employee only in the following circumstances:

- i) To provide key creative talent in one of the following classifications: Director, Writer, On-Air Talent, Narrator.
- ii) To provide content or technical expertise not available from within the staff complement.
- iii) To work on a project for which capacity is not available from the existing staff complement including: a one-off production, any given season of a TV series, one-off software development / upgrade.

- iv) To replace an employee on a leave or secondment (e.g. maternity leave, STD, LTD).
- v) If VICE requires a contract employee for any other reason it will discuss the need with the Union and may hire a contract employee with the Union's consent.

19.6 The key terms of employment that distinguish contract employees from permanent employees are:

(a) VICE will negotiate and enter into a written individual employee contract for a set period of time with each contract employee for the period, the terms of which will not be inconsistent with the terms of this collective agreement or the Canada Labour Code; and

(b) VICE may terminate the employment of a contract employee with or without just cause notwithstanding Article 14, and the termination will not be subject to the grievance procedure except that VICE may not terminate the employment of a contract employee in violation of the *Canadian Human Rights Act* or the *Canada Labour Code*.

19.7 Every individual employee contract must include the following:

- the position in which the employee is to work
- the salary level
- the start and end dates of the engagement
- a statement stating that the contract employee is a member of the Union's bargaining unit and is subject to the terms of the collective agreement

- a statement stating the conditions under which the contract employee's contract can be terminated and a description of the notice and payments to which the contract employee is entitled in the event of non-renewal or termination.

- 19.8 VICE will provide the Union with a copy of an individual contract no later than ten (10) days after the commencement of the engagement and will inform the Union in writing at that time the reason for the contract hire.
- 19.9 The term of a contract employee hired to work on a project will reflect the anticipated length of the need for the position on the project.
- 19.10 VICE will provide a contract employee with at least two (2) weeks' notice, or pay in lieu of notice, if it terminates the employment of the employee without just cause before the end of the term stated in the contract. A contract employee who has been employed continuously for ten (10) months or more will receive at least three (3) weeks' notice, or pay in lieu of notice if VICE terminates the employment of the employee without just cause before the end of the term stated in the contract.
- 19.11 Unless the contract employee is replacing an employee on LTD, a contract employee will become a permanent employee if they continue to be employed for more than twelve (12) consecutive months. If the contract employee is replacing an employee on LTD, the contract employee will become a permanent employee if they continue to be employed for more than twenty-four (24) consecutive months.
- 19.12 In situations where a contract employee is replacing an employee on leave other than LTD, and the leave

is extended for a short period beyond (12) consecutive months, the employer may request that the union waive the timeline under 19.11 and extend the contract employee to cover said leave without the employee becoming a permanent employee. Such a request will not be unreasonably denied by the union.

- 19.13 A break of service between contracts of less than twenty (20) working days will not be a break of continuous service.
- 19.14 An employee's continuous service while on contract will count as continuous employment with VICE.
- 19.15 When a permanent employee fills a position that has been identified as for a contract employee, the permanent employee will maintain their status as a permanent employee and will be treated like an employee on secondment and as such will have the right to return to their original position at the end of the contract. If their original position does not exist at the end of the contract, the employee will be placed in a suitable vacant position in their classification or a similar classification and where no such position exists, they will be subject to Article 15 – Layoffs.
- 19.16 Contract employees will receive six percent (6%) of their pay in lieu of vacation and four percent (4%) of their pay in lieu of benefits, paid at each pay period. For clarity, the minimum salaries for contract employees will be based on the salary grid detailed in Article 5 – Appendix A plus ten percent (10%).
- 19.17 Contract employees will be entitled to personal emergency leave as per Article 10.1, 10.2 on a pro-rated basis based on the length of their contract. For example, if the contract length is 6 (six) months the employee will be entitled to 5 (five) days of personal emergency leave.

19.18 The following Articles do not apply to contract employees : Articles 7, 8, 9, 11.9.3, 12, and 16. For clarity, where a specific Article does not apply to contract employees, the provisions of the *Canada Labour Code* shall govern.

#### 19.19 Casual Employees

Casual employees are not members of the bargaining unit and are employees who either:

(a) work irregularly for a specific period of employment to perform short-term temporary work that arises as a result of a permanent employee or contract employee taking personal emergency leave days, or, taking a leave of absence. For the purposes of this Collective Agreement, the parties understand "short-term temporary work" to be work of less than thirteen (13) consecutive weeks duration;

or

(b) work irregularly and on a call-in basis on the production of a TV series or on a Virtue commercial production. For the purposes of this Collective Agreement, the parties understand that a casual employee who is hired to perform work on the production of a TV series or on a Virtue commercial production:

- (i) will receive a maximum of 48 hours' notice of the offer to work on a particular day; and
- (ii) will work no more than thirteen (13) consecutive weeks.

19.20 If either party believes that this measure of "short-term temporary work" needs amending, it may raise the issue with the other party and the Parties will meet to review any concerns raised.

19.21 If VICE wishes to hire a casual employee to work on the production of a TV series for more than thirteen (13) consecutive weeks, it may submit a request to the union. The request will include an explanation for why the casual employee is needed for more than thirteen (13) consecutive weeks and the proposed length of the employee's engagement. VICE will not be permitted to hire a casual employee pursuant to 19.19(b) for more than thirteen (13) consecutive weeks without the union's prior written approval. Such approval will not be unreasonably denied.

19.22 VICE will maintain a record containing information about each casual employee that it employs including the date of engagement and the reason for engagement. Whenever a casual employee has been employed for ten (10) consecutive weeks, VICE will at that time advise the union of this fact, the reason for the employee's engagement and the expected end date of the employee's engagement.

19.23 The parties agree that casual employees will not be used to replace permanent employees or contract employees or to avoid creating or filling a permanent or contract vacancy.

#### 19.24 Interns

The Parties agree that it is in our mutual interest to offer paid internship opportunities for training and recruitment purposes. An intern is someone who is in the workplace for training purposes and to augment their learning at a recognized educational institution.

19.25 Interns shall be assigned a mentor for the course of the internship who will provide daily guidance and feedback. If the mentor is a member of the bargaining unit, they shall be assigned and given appropriate support and resources, including time and, if needed,

training to carry out their duties under this article. The intern and mentor shall be given letters outlining their duties during the internship.

- 19.26 Internships shall be no less than two (2) weeks and shall not exceed the intern's college or university semester, to a maximum of seventeen (17) weeks.
- 19.27 An intern who is a successful candidate for a vacant position within three (3) months of the end of their internship shall have their service as an intern count for the purposes of calculating vacation entitlement and severance.
- 19.28 The Parties agree that a union representative will have an opportunity to meet with all interns as part of their orientation process.

## **ARTICLE 20 – EXPENSE REIMBURSEMENT**

- 20.1 All approved business expenses incurred by an employee will be reimbursed within 60 days of being submitted, provided the employee duly completes the approved VICE expense report template, submit all required receipts in accordance with VICE’s expense reimbursement policy, and have it approved by their supervisor.
- 20.2 Employees who are required on a regular basis to extensively use a mobile device for their job can request a monthly mobile phone allocation of \$70 or the amount of their monthly invoice, whichever is lower. A copy of their cell phone invoice will be submitted by such employees on a monthly basis. The parties agree that employees who fall within the classifications enumerated in Appendix C will be automatically entitled to this phone allocation.
- 20.3 Requests for a monthly mobile phone allocation for positions not listed in Appendix C will be made to their direct manager and will not be unreasonably denied.
- 20.4 Employees may also request reimbursement for reasonable extra voice, data, or other additional charges or fees incurred, over and above their personal monthly plans, as a result of work done for VICE, which will be reviewed and approved by VICE on a case-by-case basis.
- 20.5 Daily per diem amount is based on industry standards and the rate for any travel day is 50% of their daily rate.
- 20.6 An employee who is required and authorized to use their personal vehicle for business use will be reimbursed at a rate of \$0.45 per kilometre.

## **ARTICLE 21 – HEALTH AND SAFETY**

- 21.1 VICE and the Union fully support providing employees with a safe and healthy working environment and develop operations, procedures, techniques, technologies and programs conducive to such an environment, designed to prevent illnesses and injuries.
- 21.2 A local joint health and safety committee will be established in each VICE location with twenty (20) employees or more. The committee will have equal representation from the Union and from management and each Party shall name a co-chair.
- 21.3 The health and safety committee shall meet during work hours, with no loss of pay for committee members, at least nine (9) times per year, as required by the Canada Labour Code.
- 21.4 The overall functions and responsibilities of the health and safety committee shall be as set out in the Canada Labour Code.

## **ARTICLE 22 – CREDITS**

- 22.1 An eligible employee's name and the title commensurate with their work shall appear on all programs with which the employee has been involved.
- 22.2 When the employee makes an additional contribution to the program, authorized by VICE, that extends beyond the normal requirements of the employee's duties, the employee is entitled to receive an additional credit.
- 22.3 An employee has the right to refuse a credit.
- 22.4 VICE undertakes to ensure that no person shall take or be given any credit in a capacity covered by this agreement unless that person was hired, upgraded or contracted in a capacity covered by this agreement during the time covered by the credit.

## **ARTICLE 23 – NO STRIKES OR LOCKOUTS**

- 23.1 VICE agrees that it will not cause or direct any lockout of its employees for the duration of this agreement. The Union agrees that neither it nor its representatives will authorize or cause any strike, work stoppage or other restriction of production, or interfere with work or VICE's operations for the duration of this agreement.

## **ARTICLE 24 – UNION REPRESENTATION**

- 24.01 The union will advise VICE in writing of the names of all union executives and members who represent employees and the union in the bargaining unit. VICE will only deal with those individuals identified by the union.
- 24.02 VICE acknowledges that the union has the right to elect or appoint stewards representing bargaining unit employees and VICE agrees to recognize such appointees.
- 24.03 Stewards have regular duties to perform and it is understood the performance of such union duties will not interfere with normal operations. Union business will not normally be conducted during business hours.
- 24.04 Union stewards must receive permission from their supervisor/manager to leave their duties to deal with serious issues such as suspension, termination or other matters that are so serious, they cannot be dealt with outside normal business hours.

### **Grievance Committee**

- 24.05 There will be a grievance committee comprised of two (2) union representatives and if required, a staff representative from the union.

There will be two management representatives and the Human Resource director or designate.

This committee will deal with outstanding grievances. The union members will suffer no loss in pay for attending such meetings provided they are scheduled to work. Except as otherwise provided in this Agreement, any other union meetings/activities or

investigations will be without pay and subject to the supervisor/manager's approval and subject to operational requirements.

### **Other Union Related Leaves**

24.06 Should the union require bargaining unit members to attend any other union activities, the union will provide VICE with two (2) weeks written notice, except in exigent cases beyond the Union's control, where such notice will be given as far in advance as possible. VICE, subject to operational requirements, will allow such time off without pay.

### **Union/Management Relations Committee**

24.07 There will be a union/management committee established comprised of two local union representatives and the staff representative. Management will have two representatives and the director of Human Resources or designate.

Meetings will be held every three (3) months or at other times as mutually agreed upon. The union members will suffer no loss in pay for attending such meetings provided they are scheduled to work.

The purpose of this committee is to discuss issues/concerns either side have to ensure the workplace and relationship is heading in a positive direction. This committee will not discuss outstanding grievances or change the collective agreement. The sole purpose is to open up more positive communications and to promote the principles and interests described in Article 1 and to ensure the VICE brand remains viable and competitive.

24.08 The union staff representative will have access to VICE premises to carry out his/her duties. The union will provide twenty four (24) hours written notice. The

staff representative will not interfere with any employee while they carry out their normal duties, and any such visit will not interfere with normal operational requirements. Such visits will occur between the hours of 9:00am and 7:00pm local time.

24.09 The union has the right to post notices about union matters in workspaces frequented by employees. VICE will designate such spaces in each location. In any location with more than 100 employees, VICE will designate two spaces for such postings. If VICE objects to any postings it will provide the union with written reasons for its objection which the Union will consider and to which the Union will provide VICE with an immediate written response.

### **Information to the Union**

24.10 No later than March 1 of each year, VICE shall provide an electronic file with an up-to-date list to the national office of the Union that includes the following information for each employee:

- Name
- Home address and personal email address
- Work location
- Gender
- Classification/Position
- Department
- Employment status
- Date of hire
- End date (if any)
- Salary
- Participation in the benefits plans
- Any other monetary compensation, with description

24.11 On a monthly basis, VICE will provide the national office of the Union a report that includes the names of all employees for which dues were deducted in the previous month period, as well as each employee's:

- Classification/Position
- Department
- Work location
- Salary
- Dues deducted in the previous month
- Employment status
- Date of hire
- End date (if any)

In addition, the report will include a list of employees who were dismissed, laid off, resigned or on leave during the previous month.

## **Union Dues**

24.12 VICE agrees to deduct from every employee the amount of monthly dues uniformly levied in accordance with the bylaws of the Union and owing by the employee to the Union. Deductions shall be made from each pay and shall be forwarded to the Union no later than the fifteenth (15th) day of the month following the month for which the dues are deducted.

24.13 Deductions will commence for every current employee upon written request from the Union and beginning with the first day of employment for every new employee.

24.14 An employee who is elected to a Union office or who accepts work with the Union on a full-time basis one (1) year or more, shall be placed on a leave of absence without pay, benefits and vacation. Any

unused vacation will be paid out at the beginning of the leave and it is understood that the employee will not earn vacation credits while on such Union leave of absence. The time will count as service for the purposes of vacation entitlement once the employee returns to work. At the end of such leave, the employee has the right to return to their position. If their position no longer exists and there is no vacancy for which they are qualified, they will be laid off according to Article 16 – Layoff.

## **ARTICLE 25 – MANAGEMENT’S RIGHTS**

- 25.1 Except as expressly abridged in this Agreement or by law, VICE shall continue to have the right to take any action it deems appropriate in the management of its operation and the direction of its employees.
- 25.2 Without limiting the generality of the above, these rights which VICE retains include, but are not limited to the right to:
- (a) maintain order, discipline and efficiency;
  - (b) manage the performance of staff within the bargaining unit;
  - (c) hire, reinstate, promote, transfer, lay off employees, assign work, establish and enforce rules and regulations, and also to discipline and discharge employees for just cause;
  - (d) determine the requirements of a job and the standards of the work to be performed and to determine the qualifications of any employee to perform that work, and create new positions;
  - (e) determine the type of equipment to be used;
  - (f) set editorial direction and determine the oversight, setting of expectations, authority to edit, leadership on content, and enforcement of and adherence to Company editorial and production standards and practices; and
  - (g) determine any and all other matters concerning the operation and management and administration of its business including the determination of the location, relocation, or termination of any or all of its facilities, including without limitation, the

determination of the services to be rendered at any or all such locations.

25.3 VICE agrees that it shall exercise its management rights in a manner consistent with the terms of this Agreement.

## **ARTICLE 26 – TERM AND RENEWAL**

- 26.1 The term of this agreement will commence on the date of ratification by the bargaining unit and by the Board of Directors of VICE.
- 26.2 The term will continue until January 1, 2020, or such other date as may be mutually agreed upon by the parties.

## APPENDIX A – JOB CLASSIFICATION AND MINIMUM SALARY GRID

<b>Job Classification</b>	<b>Grade</b>	<b>Minimum Salary</b>
Intern	1	\$31,500
Day Cleaner	2	\$40,000
Receptionist	2	\$40,000
Transcriber	2	\$40,000
Editorial Coordinator	3	\$42,500
Production Assistant	3	\$42,500
Assistant Production Accountant	4	\$45,000
Junior Associate Producer	4	\$45,000
Junior Graphic Designer	4	\$45,000
Junior Motion Graphics Designer	4	\$45,000
Junior Reporter	4	\$45,000
Office Coordinator	4	\$45,000
Post Production Junior Audio Technician	4	\$45,000
Ad Ops Coordinator	5	\$47,500
Marketing Assistant	5	\$47,500
Marketing Coordinator	5	\$47,500

Office Manager	5	\$47,500
Post Production Assistant Editor	5	\$47,500
Post Production Coordinator	5	\$47,500
Post Production Deliverables Coordinator	5	\$47,500
Promos Coordinator	5	\$47,500
Translator	5	\$47,500
Associate Producer	6	\$49,500
Channel Coordinator	6	\$49,500
CMS Manager, Staff Writer	6	\$49,500
Community Manager	6	\$49,500
Development Associate	6	\$49,500
Equipment Manager	6	\$49,500
Graphic Designer	6	\$49,500
Junior Editor	6	\$49,500
Licensing Assistant	6	\$49,500
Marketing Specialist	6	\$49,500
Motion Graphic Designer	6	\$49,500
Production Coordinator	6	\$49,500
Researcher	6	\$49,500
Shooter	6	\$49,500
Staff Writer	6	\$49,500

Assistant Editor - Editorial	7	\$52,500
Associate Producer - Daily Vice	7	\$52,500
Audio Technician	7	\$52,500
Colourist	7	\$52,500
Equipment Supervisor	7	\$52,500
Junior Production Manager	7	\$52,500
Marketing Platform Analyst	7	\$52,500
Senior Graphic Designer	7	\$52,500
Senior Motion Graphics Designer	7	\$52,500
Senior Staff Writer	7	\$52,500
Shooter/Editor	7	\$52,500
Social Media Producer	7	\$52,500
Staff Reporter	7	\$52,500
Visual Researcher	7	\$52,500
Associate Editor - Editorial	8	\$56,000
Audience Development Planner	8	\$56,000
Graphic Designer - Virtue	8	\$56,000
IT Support Technician	8	\$56,000
IT Systems Manager	8	\$56,000
Marketing Manager, TV	8	\$56,000
Marketing Platform Manager	8	\$56,000

Music Licensing	8	\$56,000
Post Production Editor	8	\$56,000
Senior Correspondant	8	\$56,000
Senior Post Production Coordinator	8	\$56,000
Senior Reporter	8	\$56,000
Senior Social Media Producer	8	\$56,000
Social Audience Development Planner	8	\$56,000
Weekend Editor - Editorial	8	\$56,000
Channel Manager - Editorial	9	\$61,000
Copywriter	9	\$61,000
Digital Media Content Manager	9	\$61,000
Event Manager	9	\$61,000
Producer	9	\$61,000
Producer/Director	9	\$61,000
Project Manager	9	\$61,000
Regional Strategist	9	\$61,000
Senior Digital Media Content Manager	9	\$61,000
Senior Strategist	9	\$61,000
Story Editor	9	\$61,000
Verticals Editor	9	\$61,000

Archive Rights and Clearances Supervisor	10	\$67,000
Art Director	10	\$67,000
Channel Supervisor	10	\$67,000
Development Executive	10	\$67,000
Post Production Manager	10	\$67,000
Production Manager	10	\$67,000
Senior Channel Supervisor	10	\$67,000
Senior Project Manager	10	\$67,000
Director, Production Financing	11	\$76,500
Managing Editor	11	\$76,500
Supervising Producer	11	\$76,500

## **APPENDIX B**

- 1) Staff Reporter, VICE News
- 2) Junior Staff Reporter, VICE News
- 3) Managing Editor, VICE News
- 4) Editor, VICE News
- 5) Production Manager
- 6) Production Coordinator
- 7) Producer
- 8) Producer/Director
- 9) Associate Producer
- 10) Development Executive
- 11) Line Producer
- 12) Shooter
- 13) Shooter/Editor
- 14) Junior Associate Producer
- 15) Junior Audio Tech
- 16) Junior Post Production Editor
- 17) Audio Technician
- 18) Post Production Assistant Editor
- 19) Post Production Editor

- 20) Supervising Producer, Integrated Production
- 21) Associate Producer, Integrated Production
- 22) Project Manager, Integrated Production
- 23) Production Coordinator, Integrated Production
- 24) Graphic Designer, Virtue
- 25) Social Audience Development Planner
- 26) Audience Development Planner
- 27) Senior Strategist
- 28) Ad Operations Coordinator
- 29) Community Manager
- 30) Digital Media Content Manager
- 31) Channel Supervisor
- 32) Supervising Producer, On-Air & Digital Creative
- 33) Director, Production Financing

## **APPENDIX C**

### **Editorial**

Managing editor  
Verticals editor  
Staff reporter  
Vertical producer

### **Daily VICE**

Producer/Culture Producer  
Associate Producer

### **Virtue**

Producer  
Associate Producer  
Project Manager

### **Marketing**

Senior Social Media Producer

### **Production & Verticals**

Production Manager  
Producer and Producer/Director

### **Post Production**

Post Production Manager  
Senior Post Production Coordinator

### **IT**

IT Support Technician  
IT Systems Manager

## LETTER OF AGREEMENT PAY EQUITY

1. In recognition of the commitment of both Parties to ensure compliance with the *Canadian Human Rights Act*, C H-6, as amended ("the *Act*") and the *Equal Wage Guidelines*, 1986 SOR/86-1082, as amended, ("the *Guidelines*"), the Parties acknowledge that the pay rates set out in this Agreement, the pay rates allowed and paid pursuant to this Collective Agreement, and the pay rates of employees as of the date of implementation of this Collective Agreement are as required to be in accordance with the *Act* and *Guidelines* and the Collective Agreement.
2. In accordance with section 7 of the *Act*, and the obligation of both Parties to comply with the provisions of the *Act* and *Guidelines*, the Parties will create a Pay Equity Committee (the "Pay Equity Committee") and appoint a Pay Equity Consultant (the "Pay Equity Consultant") within seven (7) days of the Collective Agreement coming into effect.
3. The Pay Equity Committee will be comprised of three persons representing the Union ("Union Members") and three persons representing VICE ("Employer Members").
4. The Pay Equity Consultant who the parties will appoint will be *to be agreed upon or determined by GPA*

### Pay Equity Maintenance

5. The Pay Equity Committee is responsible for the on-going review of the compensation paid to employees in the bargaining unit to evaluate whether the compensation complies with the *Act* and the *Guidelines* and the Collective Agreement.

6. The Pay Equity Committee will conduct a review every six (6) months beginning six (6) months after the Collective Agreement comes into effect for the purpose of pay equity maintenance for existing positions or to evaluate new positions that have been added to the roster of positions and to evaluate any significant changes in a job role.
7. The Pay Equity Committee will endeavour to reach a resolution on any issue that is identified concerning non-compliance with the *Act* and the *Guidelines* and this Collective Agreement. The Pay Equity Committee will reach a resolution on a plan or plans to fully correct and compensate any non-compliance.
8. Where a mutually agreeable resolution of all such issues is not forth coming, either Party may notify the other Party and the Pay Equity Consultant in writing of its desire to submit an unresolved issue or issues to the Pay Equity Consultant for assistance and, where necessary, final binding determination. Such referral notice must specify the unresolved issue(s).
9. The Pay Equity Consultant will immediately upon receipt of such referral notice undertake the following in accordance with the *Act* and *Guidelines* and the Collective Agreement:
  - (a) The Pay Equity Consultant will examine whether there is gender-based wage discrimination as defined under the *Act* and the *Guidelines* and the Collective Agreement and will make recommendations on how any such discrimination is to be fully corrected and compensated consistent with the goals and principles of the Act and Guidelines.
  - (b) The Pay Equity Consultant will present their findings and recommendations to the Pay Equity

Committee no later than thirty (30) days from the date of the referral and at that time will lead a discussion regarding those findings and recommendations, with the expectation that such discussion will lead the parties to a mutually agreeable resolution of all issues.

(c) Where a mutually agreeable resolution of all issues is not forth coming, either Party will notify the other Party and the Pay Equity Consultant in writing of its desire to submit an unresolved issue or issues to the Pay Equity Consultant for final binding determination. Such notice must specify the unresolved issue(s).

(d) Subject to any extension mutually agreed upon by the Parties, within fourteen (14) days of receipt of the written notice, the Pay Equity Consultant will receive submissions from the Parties in a manner to be determined by the Pay Equity Consultant, arbitrate the matter, and render a final binding determination and order(s) in respect of the unresolved issue(s).

## **Miscellaneous**

10. The Pay Equity Committee will meet as required in accordance with its responsibilities.
11. Any information, documentation or related data required by the Pay Equity Committee or the Pay Equity Consultant necessary to carry out their responsibilities will be made available forthwith upon request.
12. The Parties will share equally the cost of the Pay Equity Consultant.

13. The Pay Equity Consultant will be, and have the powers of, an arbitrator under sections 60 and 61 of the *Canada Labour Code*.
14. The final determination(s) and order(s) of the Pay Equity Consultant will be binding on the Parties and will not be subject to challenge through the Dispute Resolution process in Article 15.
15. In the event that the Pay Equity Consultant named in paragraph 4 above is not available at the time of a referral notice, the Parties will appoint {to be agreed upon or determined by GPA } as the Pay Equity Consultant to determine the issue(s). In the event that neither is available at the time of the referral notice, where possible the Parties will wait a reasonable period of time for one or the other to be available. In the event that neither is available within a reasonable period of time and the parties cannot agree on a substitute, the Parties will use the procedure described in Article 14.09 to appoint the Pay Equity Consultant beginning by attempting to appoint the next arbitrator in the rotation to be the Pay Equity Consultant who will determine the issue(s).
16. The Grievance Procedure Arbitrator will be seized for the life of the Collective Agreement to determine as set out in Article 14.10, by conference call hearing or as otherwise agreed by the Parties, any disputes that arise under this Article concerning the providing of information, documentation or data (except when the Pay Equity Consultant has jurisdiction to determine the issue) or concerning an appointment of a Pay Equity Consultant.
17. This Letter of Agreement forms and is an integral part of the Collective Agreement.
18. The parties hereby agree that employees' personal information and compensation information exchanged

amongst the members of the Pay Equity Committee will be held in strict confidence and will not to be disclosed unless required by law.

Dated, signed and agreed to in Toronto, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2017.

**Canadian Media Guild**

**Vice Studio Canada Inc.**

\_\_\_\_\_  
**Federico Carvajal**

\_\_\_\_\_  
**Naomi Zener**

\_\_\_\_\_  
**Deborah Hong**

\_\_\_\_\_  
**David Purdy**

\_\_\_\_\_  
**Maggie McCaw**

\_\_\_\_\_  
**Jared Russell**

\_\_\_\_\_  
**Happy Pharwaha**

\_\_\_\_\_  
**Raffi DerGhazarian**