

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**PAGEMASTERS NORTH AMERICA**

(the “Company” or the “Employer”)

- and -

**THE CANADIAN MEDIA GUILD**

(the “Guild” or the “Union”)

**WHEREAS:**

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

**THEREFORE** the parties agree as follows:

1. Upon ratification by the bargaining unit, the renewal collective agreement between the parties is amended as set out in Schedule A.
2. The ratification vote shall be conducted not later than March 22, 2018.
3. The Union and each member of the bargaining team agree to unanimously recommend ratification of this Memorandum of Agreement to the membership.
4. Except as noted otherwise, the within terms and conditions become effective upon ratification by the bargaining unit.
5. The parties agree that the within terms and conditions shall be kept entirely confidential and shall not be disclosed by either party or any member of the bargaining unit team except, in the case of the Union, for the purposes of ratification.

DATED at Toronto this 14<sup>th</sup> day of March, 2018.

For the Company:

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*...*  
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For the Guild:

*A. Y...*  
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*Kay*  
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*L. Hod...*  
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Errors and Omissions excepted.

## **SCHEDULE 'A'**

### **I. Collective Agreement**

Except as set out below, the terms of the January 1, 2015 to December 31, 2017 collective agreement are renewed.

### **II. Amendments**

#### **1. ARTICLE 19 – TERMINATION (Term of Agreement)**

3 years: January 1, 2018 to December 31, 2020.

#### **2. ARTICLE 9 – MINIMUM SALARIES**

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

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

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

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

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

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

Add Appendix "A" – Salaries & Pay Administration to the collective agreement, to replace the previous Appendix "A", including sections A and B.

**3. ARTICLE 3 – UNION & EMPLOYEE RIGHTS**

a) New Article 3.1:

The Company and the Union agree to abide by the Ontario Human Rights Code. The Company further undertakes that it will maintain a workplace free from harassment and discrimination and will maintain policies in support of its obligations for both.

b) Amend Article 3.2 to read:

The Employer shall not discriminate or take disciplinary action against an employee because of his/her union activities, or in exercising the rights accorded to him/her by law and/or the provisions of this Collective Agreement.

**4. ARTICLE 6 – SENIORITY**

Amend Article 6.1 to read:

An employee will be considered on probation until the employee has worked for 640 hours. However, the probationary period may be extended up to a maximum of 160 hours. In cases where a probationary period is extended, the Employer will notify the Guild and the employee in writing.

**5. ARTICLE 7 – PART-TIME EMPLOYEES, TEMPORARY EMPLOYEES, FREELANCERS AND THIRD PARTY PROVIDERS**

1. Amend Article 7.1 to read:

A part-time employee is one who is hired to work thirty-two (32) hours or less per week.

2. Amend Article 7.2 to read:

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

3. Delete Article 7.4.

4. Amend Article 7.11 to read:

A temporary employee replacing an employee on a leave of absence may be hired for up to twenty-four (24) months.

5. Amend 7.13 to read:

A temporary employee with more than five (5) months of contiguous full-time service immediately prior to being appointed to a similar position in the same classification as a regular full-time or part-time employee will receive credit for that service for the purposes of Articles 6 and 14.

**6. ARTICLE 8 – LAYOFFS, DISMISSAL AND SEVERANCE PAY**

- a) Amend Article 8.3 to read:

During a layoff process, temporary employees are laid off first, and regular employees, second. An employee affected by layoff may bump the most junior employee in an equivalent or lower classification provided the position is held by a more junior employee and provided the employee has the experience, ability, educational qualifications, training and reliability to perform the job. Any employee wishing to bump must do so within 10 calendar days of receiving their notice of layoff.

- b) Amend Article 8.9 to read:

Any period of employment for which severance pay has actually been paid shall not be counted as service in calculating the amount of severance pay which may again become due after reinstatement of employment.

**7. ARTICLE 10 – HOURS OF WORK**

- a) Amend Article 10.2 to read:

A full-time employee's shift length can vary from five (5) to ten (10) hours per day.

- b) Amend Article 10.4 to read:

Employee schedules will be posted two weeks in advance. Changes to the posted schedules are governed by Part VII.2 of the Employment Standards Act, 2000. Changes to an employee's start and/or end times for a scheduled day can be made on forty eight (48) hours' notice to the affected employee or, with the agreement of the employee, on less notice.

- c) Amend Article 10.6 to read:

Employees are entitled to at least 12 hours off between the scheduled end of one shift and the scheduled beginning of their next shift, except when an employee agrees voluntarily to reduce that period. In no case will the period between shifts be less than 10 hours.

- d) Amend Article 10.7 to read:

The Company agrees to the general principle that employee scheduling needs to find a reasonable balance of efficiently deploying staff in order to satisfy legitimate operational requirements while reasonably accommodating the legitimate work life balance issues raised

by employees. Issues arising from the administration of this shared scheduling interest are agreed to be referred to the Joint Employee / Employer Committee.

**8. ARTICLE 13 – RECOGNIZED HOLIDAYS**

Add NEW Article 13.2:

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

**9. ARTICLE 15 – LEAVE OF ABSENCE**

a) Amend Article 15.8 to read:

An employee granted leave of absence under this article shall retain seniority and continue to accumulate seniority for the first three (3) months of the leave, except in the case of maternity and parental leaves, for which seniority shall accumulate for the full term of the leave.

b) Add NEW Article 15.10

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

**10. ARTICLE X – JOINT COMMITTEE**

Add NEW Article X:

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

**11. ARTICLE Y – HEALTH AND SAFETY**

Add NEW Article Y as follows:

- Y.1 A joint Employer-Guild Health and Safety Policy Committee has been established and shall meet regularly in accordance with the Ontario Occupational Health and Safety Act. The Employer shall pay regular salaries and all reasonable expenses of Health and Safety Policy Committee members. In accordance with the Act, the Policy Committee shall: participate in the development of health and safety policies and programs; consider and deal with health and safety matters raised by members of the committee or referred by a workplace committee or H&S representative; participate to the extent necessary in investigations, studies and inspections related to occupational health and safety; co-operate with health and safety officers; monitor data on work accidents, injuries and health hazards. The Committee shall have the opportunity to review proposed remodeling changes to workplaces and make recommendations concerning ergonomics, air quality, furniture and equipment areas where employees are regularly working.
- Y.2 The Parties recognize the right of employees to work in an environment free of harassment.
- Y.3 Harassment will have the same meaning as defined in the Ontario Human Rights Code and the Occupational Health and Safety Act. Harassment includes engaging in a course of vexatious comment or conduct that is known or ought to be known to be unwelcome.
- Y.4 The Employer is fully committed and undertakes to ensure that its workplace is free from sexual harassment. Further it is fully committed to ensuring its compliance with the Ontario Human Rights Code and any other applicable legislation in this regard.
- Y.5 The Parties recognize the dignity and worth of every individual and are committed to a climate of understanding and mutual respect in the workplace. The Parties also recognize the right of employees to work in an environment free of violence.
- Y.6 The Parties agree that they will not tolerate, ignore or condone bullying, improper comments, conduct, actions or gestures directed towards a specific individual that would be reasonably considered to create an intimidating, humiliating, hostile or offensive work environment.

## **12. LETTER OF UNDERSTANDING #2 RE BENEFITS**

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

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

1. Any benefit plan provided by the Company for its full-time employees:
  - a) employees will be responsible for paying twenty-five (25) percent of the premium costs for the provision of benefits (excluding disability benefits);
  - b) will provide for long term disability coverage and employees shall pay the premium costs for an employee's coverage; and,
  - c) will provide for short term disability coverage that provides as follows:
    - the first two weeks of absence will be at 100% of weekly salary at the time of disability;
    - for employees with 10 years or more service, the first four weeks of absence will be at 100% of weekly salary at the time of disability; and,
    - the remainder of time for long term disability qualifying period will be at 70% of weekly salary.
2. The Company will provide an Employee Assistance Program (EAP) for all employees.
3. All employees will be entitled to an eye examination once every twelve (12) months, and when such examinations are not covered by OHIP they will be paid for by the employer.
4. Part-time employees shall be eligible for two (2) paid sick days per year.
5. For the sake of clarity, except as provided for herein, part-time employees are not eligible for benefits.



**13. LETTER OF UNDERSTANDING RE Part-Time Employees & Scheduling**

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

This letter also confirms the parties' commitment to meet regularly to discuss scheduling. To that end, the parties will discuss part-time employees and scheduling at the newly established Joint Committee.

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

**14. ADMINISTRATIVE ITEMS**

Delete the following letters of understanding outside the collective agreement regarding:

- i. Health Care & Long-Term Disability Benefit Plan Amendments
- ii. General Salary Provisions
- iii. Video Editing Classifications

## APPENDIX A – Salaries & Pay Administration

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

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

### Editor [1]

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

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

### Agate Editor

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

### Video Editor [2]

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

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

**Advanced Video Editor**

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

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