

**COLLECTIVE AGREEMENT**

**between**

**Canadian Media Guild (CMG)**

**and**

**CMG Employees Union (CUPE Local 1281)**

**January 1, 2017 – May 31, 2021**

## **Table of Contents**

ARTICLE 1 - PURPOSE, RECOGNITION AND JURISDICTION	3
ARTICLE 2 - UNION MEMBERSHIP	5
ARTICLE 3 - DUES DEDUCTION	6
ARTICLE 4 – HIRING AND PROBATION	7
ARTICLE 5 – JOINT STAFF DEVELOPMENT AND TRAINING	9
ARTICLE 6 - INFORMATION	10
ARTICLE 7 - GRIEVANCE PROCEDURE	11
ARTICLE 8 - DISCIPLINE & DISMISSAL	12
ARTICLE 9 – SENIORITY	13
ARTICLE 10 - EMPLOYMENT SECURITY: LAYOFF AND RECALL	14
ARTICLE 11 - SEVERANCE PAY	15
ARTICLE 12 - TRANSFERS	16
ARTICLE 13 - WORK WEEK	17
ARTICLE 14 - HOLIDAYS	19
ARTICLE 15 - VACATIONS	20
ARTICLE 16 - SICK LEAVE	21
ARTICLE 17 - LEAVES OF ABSENCE	23
ARTICLE 18 - PARENTAL LEAVE	25
ARTICLE 19 - PART-TIME EMPLOYEES	27
ARTICLE 20 - TEMPORARY EMPLOYEES	28
ARTICLE 21 - ALTERNATIVE WORK ARRANGEMENTS	29
ARTICLE 22 – MINIMUM SALARIES	30
ARTICLE 23 - GENERAL WAGE PROVISIONS	32
ARTICLE 24 - EXPENSES, EQUIPMENT, INCIDENTALS	33
ARTICLE 25 - PENSION AND BENEFITS	34
ARTICLE 26 - HARASSMENT AND DISCRIMINATION	35
ARTICLE 27 – DISCRIMINATION	37
ARTICLE 28 - HEALTH AND SAFETY	38
ARTICLE 29 - MISCELLANEOUS	39
ARTICLE 30 - DURATION AND RENEWAL	41
LETTER OF AGREEMENT B	44
LETTER OF AGREEMENT C	45

## **ARTICLE 1 - PURPOSE, RECOGNITION AND JURISDICTION**

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees of the Employer save and except those excluded in Article 1.02 (d). The Employer hereby consents and agrees to negotiate with the Union or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement. This Agreement covers all employees of CMG, except those excluded under Section 1.02 (d) of this article. No employee shall be required or permitted to make any written or verbal agreement with the Employer or the Employer's representatives, which conflict with the terms of this Agreement. It is understood and agreed by the parties hereto that this Agreement is subject to and applicable under the jurisdiction of the Ontario Labour Relations Board. Should the Employer change its name, become independent, affiliate, or merge with any other union, or group of unions, Union members shall retain all privileges and rights of the former union, and the existing Collective Agreement shall remain in force.

Both parties to this Agreement agree to exercise their respective rights in a fair and reasonable manner, consistent with the terms and conditions outlined in this Agreement.

1.02 JURISDICTION: Except as provided in Article 1.02 (d), performance of the following, whether by presently or normally used processes or equipment or by new or modified processes or equipment, shall be assigned only to employees covered by this contract:

- a) The kind of work either normally or presently performed within the unit covered by this contract,
- b) Any kind of work similar in skill, or performing similar functions, as the kind of work either normally or presently performed in said unit, and,
- c) Any other kind of work assigned to be performed within said unit.
- d) The Employer reserves the right to continue to assign bargaining unit work to employees or persons outside the bargaining unit in similar circumstances and in the same manner as it has made such assignments in the past. The Employer will not assign the core functions performed by Staff Representatives to anyone outside the bargaining unit if such assignment replaces a member of the bargaining unit, except as noted in Article 4. CMG staff will be canvassed and considered for special projects and assignments. The employer may assign other work to temporary employees, independent contractors or elected officials who may be seconded for specific duties as per Article 4. Service contracts with employees working under a company name or their own name will only be considered if the terms and conditions of the contract are substantially the same as this collective agreement.

1.03 Elected officers of the Employer who are paid salary by the CMG and who exercise management functions are excluded from the Union bargaining unit and are not subject to the terms of this Agreement.

- 1.04 The Employer shall not interfere or attempt to interfere with the internal operation of the Union. No employee of the Employer shall interfere or attempt to interfere with the internal operation of the Canadian Media Guild.
- 1.05 MANAGEMENT RIGHTS: The Union agrees it is the exclusive right of the Employer to manage its business and to direct its working forces except where these rights have been specifically modified by the terms of this agreement. The Employer's rights include, but are not limited to, the right to:
- a) Maintain order, accountability and efficiency;
  - b) Make rules and regulations to be observed by the employees, provided that the rules and regulations are not inconsistent with this Agreement;
  - c) Determine job content, schedules and work locations, create, modify and abolish positions;
  - d) Hire, promote, transfer, layoff because of lack of work; and
  - e) Demote, discipline, suspend or discharge for just cause.

## **ARTICLE 2 - UNION MEMBERSHIP**

- 2.01 The Employer shall require as a condition of employment of any employee that the employee be and remain a member of the Union in good standing no later than the 30th day following date of hiring.
- 2.02 There shall be no interference or attempt to interfere with the internal operation of the Union.
- 2.03 The Employer shall require as a condition of employment membership in the CMG, in the category of Associate Member as defined in the CMG by-laws.
- 2.04 CMG membership fees shall be deducted from the earnings of each employee on an agreed upon basis and rate.

### **ARTICLE 3 - DUES DEDUCTION**

3.01 With individual authorizations, The Employer shall deduct from the earnings of each employee and pay to the Union each month all Union membership dues.

## **ARTICLE 4 – HIRING AND PROBATION**

### **4.01 COMMITMENT TO EQUITY AND NON-DISCRIMINATION IN HIRING**

The Employer and Union jointly recognize the importance of equity and diversity in the workplace, and are committed to equity in matters of hiring. The Employer will make best efforts to use hiring opportunities to move toward a workplace that is reflective of CMG membership and the population of Canada. The Union and the Employer shall actively seek out members of equity-seeking groups as candidates for all vacancies that arise in positions covered by this contract.

Subject to bona fide occupational qualifications, the Employer shall hire employees without regard to disability, age, class, sex, race, creed, colour, ancestry, nationality, native language, marital status, parental status, number of dependents, political activities or political belief, religion, sexual orientation, gender identity, or gender presentation.

Notwithstanding the above, where two equally qualified candidates are seeking the same position or promotion, special consideration will be given to a candidate who comes from a group that is under-represented in the job classification or in the bargaining unit as a whole.

- 4.02 **HIRING PROCESS:** If the Employer finds it necessary to fill vacancies or requires additional employees, it shall notify the Union Executive Committee in writing at the earliest practicable time. Hiring on positions within the bargaining unit will be done through hiring boards in accordance with the CMG Hiring Policy, and the Union will have representation on any hiring boards constituted by the Employer. In the event the result of a hiring board is disputed the position taken by member(s) of Union who served on a hiring board shall not be used by either party in any resulting arbitration.
- 4.03 **CASE OF ELECTED OFFICERS:** None of the provisions of this Agreement shall apply to the Employer's elected officers seconded on temporary or part-time CMG assignment. After three months of full-time secondment, they shall be covered by all provisions of this Agreement except Article 2 - Union Membership. From that point, and for the duration of the assignment, the individual shall pay to the Union once a month an amount equal to Union dues.
- 4.04 **PROBATION:** New employees shall be considered on probation for a period not to exceed six months. During the probationary period, Article 7.03 shall not apply. Between the third and fifth months of the employee's probationary period, the Employer will initiate with the employee a review of the employee's performance and suitability. At the time of hiring, each new employee shall be notified as to the exact dates between which the review period falls. Termination during the probationary period shall not be subject to the grievance procedure. However, the employer agrees not to use this clause in a discriminatory, arbitrary or capricious manner. Such termination shall only occur after the employee has been made aware of the standards of performance expected or problems of

suitability and has been given a fair chance at meeting the standards of performance or dealing with problems of suitability.



## **ARTICLE 5 – JOINT STAFF DEVELOPMENT AND TRAINING**

- 5.01 The goal of the Joint Staff Development Program is to align employees' efforts and work with the goals of CMG and ensure everyone is working together to achieve these goals. It is intended as a tool for positive reinforcement and a vehicle for spotting any roadblock to achieving success.
- 5.02 The parties agree the process will not be used for disciplinary purposes.
- 5.03 The CMG/Union Joint Committee will, in the first year of this Collective Agreement, meet and revise the current program to better tailor it to the needs of a small employer.
- 5.04 The Employer recognizes the need for training, personal and professional development for its employees. The Senior Staff Representative shall be responsible for working with staff to identify specific training needs.
- 5.05 Each year the NEC will, in consultation with Senior Staff Representative and Union, identify staff training needs and will establish a line item in its budget. The level of funding shall be sufficient enough to meet the training commitments required under the collective agreement.
- 5.06 Employees will submit requests for training and development to the Senior Staff Representative for review. Within the limits of the approved budget, they will evaluate them and may approve requests up to one thousand dollars (\$1,000) without further consultation. Requests of more than one thousand dollars (\$1,000) must be referred to Management Committee for approval. Permission for training will be subject to operational requirements but will not be unreasonably withheld.
- 5.07 Funding for such development and training will include such things as registration materials, accommodation, travel and per diem allowances.
- 5.08 Employees attending an Employer-approved course will be paid their regular salary. When training occurs on an employee's day off, the employee shall be given time off in lieu, on the basis of a day off for a day of training.
- 5.09 Employees who take courses on their own time which are directly related to their current position and/or professional development within CMG shall be assisted by the Employer. Such assistance may involve partial funding and/or leave with/without pay.

## **ARTICLE 6 - INFORMATION**

- 6.01 The Employer shall supply the Union, on request, with a list containing the following information for all employees on the payroll:
- a) Name, address, sex, date of birth, telephone number(s) and Social Insurance number.
  - b) Date of hiring.
  - c) Classification.
  - d) Experience rating and experience anniversary.
  - e) Salary.
- 6.02 The Employer shall notify the Union quarterly, in writing, of:
- a) All merit and above-scale increases granted by name of the employee, individual amount, resulting new salary, and effective date.
  - b) Changes in classification, any salary changes by reason thereof, and effective date.
  - c) Resignations, retirements, deaths and any other revisions in the data listed in Section 1, and effective dates.
- 6.03 As soon as possible after the hiring of a new employee, the Employer shall furnish the Union, in writing, with the data specified in Section 1 for each such new employee including the exact dates between which the probation period falls.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

7.01 The Employer, the Union or any employee may present a complaint under this Agreement at any time, dealing with any matter arising out of the application, interpretation or alleged violation of this Agreement. This complaint must be brought to the attention of the responding party within thirty (30) business days of the event giving rise to the complaint or the knowledge thereof.

The parties agree that it is in their mutual interest to settle complaints and grievances at the earliest possible stage. The parties further agree to give serious attention to disputes and to explore innovative solutions to resolve disputes prior to grievances being filed.

7.02 Where a complaint or dispute has been raised by the Union or the Employer, either of the parties may request to have the matter discussed in joint committee. While the joint committee is seized of such a matter, the time limit set out in Article 7.01 above is deemed to be suspended.

At any point during the joint committee process, either of the parties may file a grievance in writing. A written grievance shall provide sufficient particulars to allow the responding party to fully understand the allegations being made.

7.03 The Union shall designate a grievance committee of its own choosing.

7.04 The Employer agrees to meet with the committee within ten (10) working days after request for such meeting. Efforts to resolve grievances shall be made on the Employer's time.

7.05 If any matter is not satisfactorily settled, the parties shall jointly select an arbitrator within fifteen (15) days and put the issue to final and binding arbitration. If the parties are unable to agree on an arbitrator, the parties shall request the Minister of Labour appoint an arbitrator. The costs of such arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

7.06 The Union and the Employer recognize that their relationship is a collective bargaining relationship exclusively and the Union and the Employer agree that all disputes between the parties during the term of this contract shall be resolved exclusively by the procedures set forth in this Article.

7.07 Time limits provided in this Article may be extended by mutual agreement.

## **ARTICLE 8 - DISCIPLINE & DISMISSAL**

8.01 Prior to any discipline being imposed, the Employee will be given notice in writing to attend a meeting. This notice will contain the subject matter to be discussed at the meeting and the employee shall be advised of his/her right to have a Union representative attend as an advisor. However, the unavailability of an advisor will not delay the meeting for more than five (5) working days from the notification to the employee.

8.02 At the meeting there shall be a full discussion between the employee and a designated management representative.

Following this meeting, any disciplinary action that is taken shall be communicated to the employee in writing, outlining all the pertinent details and reason(s) for imposing discipline. Such written notice shall be sent to the employee within twenty (20) working days of the discussion. A copy will be sent to the designated Union representative.

Any employee appearing before the Employer, or Employer representative, as part of any disciplinary procedure must be represented by an officer of the Union, unless this right is waived in writing by the employee.

8.03 There shall be no dismissals except for just and sufficient cause and/or economic reasons (as described in Article 10). The burden of proof for just cause shall rest with the Employer in discipline cases.

8.04 The Employer reserves the right to remove employees from the workplace (pending a final decision) subject to the Employer satisfying the onus of proof that it has just and sufficient cause to do so.

## **ARTICLE 9 – SENIORITY**

- 9.01 Seniority will include all periods worked for the Canadian Media Guild and the former Canadian Wire Service Guild.
- 9.02 Where there are non-continuous periods in the length of service, the seniority will be computed from the first date of service minus all periods where no work was provided. Seniority will therefore include all accumulated time worked for the CMG. Seniority will be pro-rated based on actual days worked, either in full-time or part-time service.
- 9.03 Employees shall continue to accrue seniority if they are absent from work because of sickness, long term disability, or accident. They will not accrue seniority if they are on an approved leave of absence without pay.
- 9.04 Employees shall lose their seniority in the event that they are discharged for just cause and are not reinstated, resign in writing and do not withdraw within seven (7) calendar days from the date the resignation was submitted, or are laid off for a period longer than eighteen (18) months.**

## **ARTICLE 10 - EMPLOYMENT SECURITY: LAYOFF AND RECALL**

10.01 LAYOFF PROCEDURE: Terminations for economic reasons, to reduce the workforce, as distinguished from dismissals for just and sufficient cause, shall not be made unless and until the following procedures have been followed:

- a) The Employer shall provide twelve (12) weeks notice, in writing, to the Union of its intention to effect terminations to reduce the workforce, stating the necessity for such proposed action, the number and classification(s) of the jobs affected.
- b) Eight (8) weeks before the date of the layoffs, the Employer shall provide a list of the employees affected to Union and notify the employees. During this eight (8) week period, the Employer shall consider voluntary resignations from any employees within the employee classification designated for layoff. Voluntary resignations will be considered from anyone, provided the Employer retains the ability to get the necessary work done.
- c) The number of employees to be terminated shall be reduced to the extent that the necessary payroll savings has been achieved by voluntary resignations within the employee classification designated for layoff and/or any other payroll savings accomplished by whatever means, by mutual agreement.
- d) Terminations shall be in the reverse order of seniority.

10.02 BUMPING RIGHTS: An employee who has been terminated in one classification may elect to bump an employee in a lower-paid classification by reason of greater seniority, providing the employee can demonstrate to the Employer that they are capable of performing the duties of the job in question.

10.03 RECALL RIGHTS: Employees who have been terminated to reduce the workforce for economic reasons, including those who bumped into lower-paid classifications, shall be placed on a recall list for a minimum period of eighteen (18) months. If any vacancies occur within the bargaining unit within that period, the Employer shall offer the vacancies to the individuals on the recall list, in order of seniority, providing the individual has the qualifications for the job in question.

10.04 NO BREAK IN SERVICE: Time spent on a recall list shall not count as a break in continuity of service but will not be counted as service time for the purpose of calculating severance pay.

## **ARTICLE 11 - SEVERANCE PAY**

11.01 CASH PAYMENT: Upon termination of employment due to layoff, voluntary layoff, and resignation, an employee shall receive cash severance pay equal to one (1) week for every 4.5 months of service or major fraction thereof up to a maximum of thirty-nine (39) weeks, such pay to be computed at the highest weekly compensation received by the employee during their service with the Employer.

11.02 In cases of resignation, an employee shall receive cash severance pay based on the following calculation:

Employees hired after September 22, 2003, will be required to work for a period of seven (7) years before being eligible for severance upon resignation.

11.03 LENGTH OF SERVICE: For the purpose of this article, the length of service will be determined in the same manner as seniority under Article 9 - Seniority.

11.04 IN CASE OF DEATH: If an employee dies, the Employer will pay the beneficiary, or the employee's estate if no beneficiary has been designated, an amount of severance pay equal to one week for every 4.5 months worked up to a maximum of thirty-nine (39) weeks pay, such pay to be computed at the highest weekly compensation received by the employee during their service with CMG.

11.05 Reserves shall be established to provide full funding of severance pay for all employees.

**11.06 Employees who return to service after a leave of absence without pay of more than eighteen (18) months shall be required to work a minimum of one year, unless involuntarily terminated, in order to qualify for payment of severance pay at a rate of pay higher than the rate that would have applied at the beginning of the employee's leave of absence. Any new severance earned after returning from the leave shall be paid for at the then current salary.**

11.07 Once an employee has collected severance pay and returns to work, they are not entitled to severance payments for the period covered in the previous severance payment.

## **ARTICLE 12 - TRANSFERS**

- 12.01 No employee shall be transferred by the Employer to another city against their will. When a transfer occurs, the Employer will pay all reasonable transportation and other moving expenses of the employee and the employee's family. There shall be no reduction in salary or impairment of benefits as a result of such transfer.
- 12.02 An employee who has been required to move to another city as a condition of employment with the Employer, or who is transferred to another city in the course of employment with the Employer, and whose employment is subsequently terminated for economic reasons within one year of completing the move, will be paid reasonable transportation and moving expenses for the employee and family either to return, if desired, to the city from which the employee was transferred, or, in the case of termination for economic reasons, to move to a third city in order to take up an offer of employment, up to six months following the end of employment with the Employer. However, in the latter case, i.e., termination for economic reasons and a subsequent move to a third city, the Employer will reimburse transportation and moving costs only up to a maximum dollar amount equal to the costs reimbursed in the original transfer.



## **ARTICLE 13 - WORK WEEK**

13.01 Employees can be self-assigned or daily scheduled. The Employer will determine the scheduling regime at the time of hiring and notify the employee and Union. Any subsequent changes to an employee's scheduling regime will be made in consultation with the employee and will be based on the nature of their assignment.

13.02 Under no circumstances shall any member of the bargaining unit work in excess of sixty (60) hours in any work week.

13.03 The Employer shall cause a record to be kept of all time worked and all compensating time off. Such record shall be signed off by a designate of the Employer and the employee and shall be made available to the Union on request. The Employer shall supply the employee, on request, with a statement of accrued compensatory time, with a copy to the Union.

### **SELF-ASSIGNED EMPLOYEES**

13.04 The pay week shall consist of five (5) working days within seven (7) consecutive days (Monday through Sunday), normally Monday to Friday. Self-assigned employees shall be deemed to work up to 44 hours per week.

13.05 In cases where a self-assigned employee must work more than five (5) days in any work week, they shall be entitled to one (1) day off in compensatory time ("comp day") for each day worked. Employees must justify any work on days off for which compensatory time is claimed.

13.06 Employees will endeavour to avoid travel on weekends so as to avoid incurring unnecessary comp days. When necessary for an employee to travel on a weekend, the employee must seek approval from the President in consultation with the Senior Staff Representative.

13.07 Claims for compensatory time must be filed in the monthly report for the period in which the extra work was performed. Each employee shall submit a monthly report immediately following the end of each month or as soon as practical thereafter. If the claim for extra work is questioned, the President or designate shall consult with the Senior Staff Representative about the nature and necessity of the work involved.

13.08 Banked compensatory time must be taken within twelve (12) months of the work week in which the time was earned, at a time mutually agreed to by the employee and the Employer.

13.09 The Employer may also request an employee to take accumulated time within three (3) months of the work week in which the time was earned if:

- a) the employee agrees; and

- b) the Employer makes appropriate arrangements to ensure that the employee's absence is covered, such as backfilling if needed.

13.10 When operational requirements do not permit an employee to take banked compensatory time within twelve (12) months as set out above, the employee and the Employer will meet to work out an arrangement under which the time may be taken or paid out.

#### SCHEDULED EMPLOYEES

13.11 Provisions for scheduled employees:

The pay day shall consist of seven (7) working hours with one (1) unpaid hour for lunch. The pay week shall consist of five (5) working days, from Monday to Friday.

Overtime is paid for hours worked in excess of seven (7) hours a day. Overtime will be paid at the rate of time and a half base hourly rate. Weekend work will be paid at the rate of seven (7) hours of overtime for each day worked, regardless of the number of hours actually worked. If both Saturday and Sunday are worked, Sunday will be paid at double the base hourly rate. Overtime can be claimed as compensatory time off in lieu of cash.

13.12 During the months of June, July, August, the work week will be reduced in order to permit each scheduled employee to take every fourth (4th) Friday off.

## **ARTICLE 14 - HOLIDAYS**

14.01 The following holidays shall be granted with full pay to all employees:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Remembrance Day, Thanksgiving Day, Christmas, Boxing Day, the last working day before Christmas. Other federal or provincial holidays, as applicable to the place of work of the Employer's employees, will also be granted with full pay.

- a) Holidays will also be granted to all employees for all working days between Christmas Day and New Year's Day. It is understood that if management determines it is impossible to take time off during the week between Christmas and New Year's Day, these days are not carried forward. Management shall not unreasonably withhold entitlement to these days off.
- b) Administrative staff will receive one (1) floating holiday each calendar year. Scheduling of such holidays is to be done subject to operational requirements. A floating holiday not taken during the calendar year may not be carried forward into the next calendar year.

14.02 When a holiday named above falls on Saturday, the preceding Friday shall be observed; when it falls on Sunday, the following Monday shall be observed.

14.03 Employees may substitute up to four (4) days of religious holidays of their choice for the foregoing specified paid holidays. Employees may also take leave without pay for additional religious holidays.

14.04 Sick leave shall not be granted for days on which any of the holidays specified in Section 14.01 occur.

## **ARTICLE 15 - VACATIONS**

15.01 Employees who will have completed specified periods of service determined in the same manner as seniority under Article 9, shall receive an annual vacation with full pay, based on the following minimum entitlements:

- a) Less than one year's service - one (1) day of vacation for each 16 days worked.
- b) After one (1) year of service - four (4) weeks annually.
- c) After ten (10) years of service - five (5) weeks annually.
- d) After fifteen (15) years of service - six (6) weeks annually.

In calculating an employee's vacation entitlement, s/he will be credited with additional years of seniority based on applicable experience in the media industry or with other union employers. The calculation of applicable experience will be discussed and agreed upon by the parties upon hiring.

15.02 Subject to the operational needs of the Employer, vacations shall be arranged according to seniority. In no event shall an employee be required to split vacation or take vacation prior to May 1 or after September 30, unless the employee has failed to commit by September 30 to take all of their vacation by the end of the year. Employees shall submit their vacation requests not later than April 1 and those who fail to do so will lose the power of their seniority in choosing vacation dates. The Employer shall make best efforts to coordinate and respond to all vacation requests by the end of April and plan for backfill if necessary.

No employee shall take a vacation day without prior approval.

15.03 An employee whose vacation time includes a holiday shall receive an additional day of vacation.

15.04 All vacations must be taken prior to December 31 of the year for which they were accrued. If, due to operational requirements as determined by the employer, an employee cannot take all their vacation during that period, the unused portion may be carried forward but must be used by December 31 of the following year. Unused vacation time shall be paid out only if, through the actions of the Employer, an employee has been unable to use the time by the end of the following year.

15.05 Upon termination, resignation, or dismissal an employee (or the estate in case of death) shall receive pay for any accrued vacation due, including any vacation previously earned but not taken.

## **ARTICLE 16 - SICK LEAVE**

16.01 Employees who have passed the probation period will be granted by the Employer sick leave with full pay up to a maximum of seventeen (17) weeks for the duration of any illness or incapacity while such an employee is not receiving short term or long term disability benefits from an insurance company or employer with whom the CMG has a collective agreement.

16.02 Employees who have not yet passed their probation period will be eligible for sick leave at the rate of one-and-one-quarter (1.25) days per completed month of service.

16.03 In the event that an employee is absent for more than three (3) working days on sick leave, the Employer may request that medical evidence of illness or incapacity be provided. The physician shall be the choice of the employee. The Employer shall make a reasonable effort to let the employee know in advance if medical evidence is required.

Upon receipt of an invoice the Employer will reimburse the cost of providing a medical certificate.

16.04 During any consecutive twelve (12) month period, if an employee has taken nine (9) days or more of sick leave that have not been certified by a physician, the employee must, if required, produce satisfactory medical evidence for any additional absences, regardless of duration or underlying cause of absence. The Employer shall make a reasonable effort to let the employee know in advance if medical evidence is required.

16.05 In the event that an employee is absent for more than five (5) consecutive working days on sick leave, the Employer may require medical documentation from time to time. Such documentation will confirm that the employee is under medical care and supervision and is unable to work, and will indicate, where possible, a projected return-to-work date as well as any required restrictions and/or accommodations of a temporary or permanent nature.

16.06 Where an employee has been on sick leave for more than ten (10) working days, the Employer may request that medical evidence be provided that would confirm the following:

- a) The employee's prognosis for a return to duties;
- b) Accommodation requested, if any; and
- c) Work restrictions, if any.

16.07 For an absence of one (1) month or more, the Employer will hold a reintegration meeting with the employee prior to the employee's return. The purpose of this meeting is to ensure a successful return to the workplace. This may include, without limitation, discussion of whether any transitional period is necessary, as well as any restrictions, limitations or accommodations of a temporary or permanent nature.

- 16.08 When the Employer has reason to question the medical evidence supplied, the Employer may require an employee to undergo a medical examination by a medical doctor of its choice and at its expense. Such examination will not be requested in a capricious manner.
- 16.09 Where the opinion of the employee's physician and the Employer's physician differ as to the nature or extent of an employee's illness or disability, or whether the employee is able to work or return to work, the Employer may request an independent medical examination. The two physicians will be requested to reach agreement on the name of a neutral third physician practicing in the same geographic area, who will examine all relevant medical information, make such additional inquiries or examinations as they deem necessary, and issue a ruling which will be final and binding on all parties involved. All costs incurred shall be borne by the Employer.
- 16.10 All medical information regarding employees is confidential in nature, and shall not be disclosed to any party without the employee's written, informed and voluntary consent, except where required by this Article or otherwise required by law.
- 16.11 If an employee returns to work from a sick leave of five (5) working days or more and goes on sick leave for a related illness or injury within thirty (30) calendar days of their return to work, the leave will be considered a continuation of the previous absence and the employee's sick leave with pay entitlement period shall consist only of the unused portion of the existing seventeen (17) week entitlement, as applicable under article 16.01.
- 16.12 No deduction for sick leave shall be made from overtime or vacation credited or to be credited to the employee.
- 16.13 In the event that an employee's annual leave is interrupted by serious illness or injury lasting five consecutive calendar days or longer, and the employee can present satisfactory medical evidence if requested to do so, those days will be considered sick leave and the employee will be credited with a number of days of annual leave corresponding to the work days that would have been missed due to the illness or injury had the employee not been on annual leave.

## **ARTICLE 17 - LEAVES OF ABSENCE**

### **LEAVE OF ABSENCE**

- 17.01 Upon written request, the Employer may grant a leave of absence without pay of up to one year at the request of an employee.
- 17.02 Employees must request a leave of absence in writing as far in advance as possible, but in any case, no less than four (4) weeks prior to the requested commencement of the leave. The Employer will attempt to meet the needs of an employee in accommodating a request for absence without pay.
- 17.03 The Employer shall review the request in light of operational requirements, reason(s) for the leave and whether such a leave is related to the employee's position or career within the CMG. If the granting of such a leave involves an additional cost to the Employer, a clear benefit to the Employer must be demonstrated. The Employer shall not be required to grant leaves of absence to more than one employee at one time under this section.
- 17.04 The Employer shall provide the employee with a written answer within seven (7) calendar days of the employee's written request (or as soon as possible thereafter should the seven (7) day time limit not be met).
- 17.05 Employees granted a leave without pay shall not lose their seniority if they report on schedule upon the expiration of such a leave. It is agreed and understood that unless other written arrangements are agreed to, seniority will not accumulate while on leave without pay and unless prepaid arrangements have been confirmed in writing, no benefit plans will apply during the period of leave without pay.
- 17.06 Requests for leave of absence will be subject to operational requirements and will not be unreasonably denied.

### **SPECIAL LEAVE**

- 17.07 Special leave is designed to assist an employee in coping with domestic contingencies or unforeseen emergencies that affect the employee or the employee's immediate family. Special leave may be granted for such domestic contingencies as illness in the immediate family, moving and for unforeseen emergencies. Such special leave will not be unreasonably withheld.

Situations as outlined above which may require additional leave of a longer duration shall be discussed by the employee with the Employer. The circumstances will be looked on a case by case basis. As far as practicable and subject to operational requirements, a serious attempt will be made to accommodate such a request. If such a request cannot be met, the supervisor and the employee will canvass other alternatives i.e. vacation leave or leave of absence without pay. Once special leave has been granted the denial of additional leave will not be subject to the grievance procedure.

## BEREAVEMENT

17.08 When a member of an employee's immediate family dies, the employee is entitled to bereavement leave of up to three (3) consecutive days immediately following the day of the death.

If any of the three days coincides with a normal working day, s/he is entitled to a normal day's pay for such days. The intent is to provide employees with three (3) consecutive days off without loss of income, if any or all such days fall on a normal work day of the employee.

Travel time in addition to the three days may also be allowed depending on circumstances. Such travel time will not be unreasonably denied.

17.09 Immediate family means the spouse (including common-law), parents (including guardians), children (including adopted children), sisters, brothers, father-in-law, mother-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, sister-in-law, brother-in-law (and spouses of any in-laws) of the employee and includes any relative with whom the employee permanently resides.

17.10 At the request of the employee and at the discretion of management, special circumstances related to the bereavement can be reviewed on a case by case basis.

## JURY DUTY

17.11 Leave with pay shall be given to an employee who is called for jury duty or required by subpoena to attend as a witness in any legal proceeding, other than a proceeding in which the employee is a party. The Employer may request documentation to confirm the need for such leave. In both instances payment is subject to satisfactory evidence.

## COMMUNITY ENGAGEMENT LEAVE

17.12 Each employee is entitled to two (2) days of paid leave per calendar year for the purposes of work in the community. Such leave shall not be used for personal or family matters.

An employee wishing to take such leave shall submit a request for approval in writing on the Community Engagement Leave form and waiver, to the designated Employer representative as far in advance as possible, but no later than three (3) weeks prior to the date of the proposed leave. Paid Community Engagement Leave will not be unreasonably denied. Unused Community Engagement Leave will not be carried over or paid out.



## **ARTICLE 18 - PARENTAL LEAVE**

18.01 TIME OFF FROM WORK: Upon the birth or legal adoption of a child, CMG employees are eligible for leave of up to fifty-two (52) weeks under the provisions of the Canada Labour Code.

18.02 MATERNITY LEAVE BENEFITS: An employee eligible for maternity leave benefits under the Employment Insurance Act will receive top-up payments from the Employer in addition to their EI benefits for a period of seventeen (17) weeks. For the first two (2) weeks of receiving the EI benefit, the Employer shall pay the difference between normal EI benefits and ninety-three per cent (93%) of the employee's weekly salary. For the following fifteen (15) weeks, the Employer shall pay an amount equaling the difference between the EI benefits and eighty per cent (80%) of the employee's weekly salary.

If the employee receives earnings from other sources which reduces their Employment Insurance benefits below the normal weekly level, the Employer will not increase its top-up payment to cover the decreased amount of Employment Insurance benefits. If the employee receives earnings from other sources which, when added to Employment Insurance benefits and the top-up payments, would exceed ninety-five percent (95%) of salary, the top-up payments will be reduced accordingly.

18.03 Birth mothers not eligible for maternity leave benefits under the Employment Insurance Act will receive no less than two (2) weeks at full pay.

18.04 CO-PARENTAL LEAVE BENEFITS: An employee eligible for parental leave benefits under the Employment Insurance Act, but not eligible for maternity leave benefits, will receive top-up payments from the Employer in addition to their EI benefits for a period of twelve (12) weeks at any time during the fifty-two (52) weeks following the birth. For the first two (2) weeks of receiving the EI benefit, the Employer shall pay the difference between the EI benefit and ninety-three per cent (93%) of the employee's weekly salary. For the following ten (10) weeks, the Employer shall pay an amount equaling the difference between the EI benefit and eighty per cent (80%) of the employee's weekly salary.

A parent who is not claiming leave under the Employment Insurance Act will be granted three (3) days Parental Leave with pay, for the birth or adoption of a child.

18.05 ADOPTION LEAVE BENEFITS: An adoptive parent eligible for benefits under the Employment Insurance Act will receive the same top-up benefit outlined in 18.02. In the event that the co-parent is also a member of the bargaining unit, they shall be eligible for the benefits outlined in 18.04.

18.06 MAXIMUM PARENTAL LEAVE: In cases where both parents are employed by the Employer, the combined parental leave will not exceed thirty-five (35) weeks and may be divided between them.

- 18.07 OTHER BENEFITS: For the period of Maternity, Parental, and Adoption Leave, the Employer will continue payment of in lieu benefits.
- 18.08 SENIORITY: Continuity of service for purposes of seniority shall be considered unbroken upon return to work immediately following leave authorized under this Article.
- 18.09 ANNUAL LEAVE: Annual leave credits will accumulate for the first four (4) months of Maternity/Parental/ Adoption Leave, provided that, at the end of the authorized leave of absence, the employee returns to active work for eight (8) working days within a four week period. Annual leave credits may not be used for this eight (8) day qualifying period.
- 18.10 SEVERANCE PAY: The first four (4) months of Maternity/Parental/Adoption Leave will count as service for severance pay purposes.
- 18.11 LEAVE REQUESTS: Requests for Maternity/Parental/Adoption Leave are to be submitted in writing at least four (4) weeks before the starting date. The leave of absence may commence at any time up to the anticipated date of birth. An employee may request to change the duration of his/her Parental Leave (subject to the maximum) upon four (4) weeks written notice to the Employer.
- 18.12 RETURNING TO WORK: The employee must give a minimum of two (2) weeks, but preferably four (4) weeks written notice prior to returning to work. Employees taking leave will be returned to their former positions, except that, if a valid reason exists for not being returned to the former position, the employee will be assigned to another comparable position in the same location, with the same wages and benefits, and appropriate to his/her skills and abilities. If an employee fails to return to work at the conclusion of the leave of absence, they will be considered separated from staff on the last date of his/her authorized absence.

## **ARTICLE 19 - PART-TIME EMPLOYEES**

- 19.01 A part-time employee is one who is hired to work regularly less than eighty (80) percent of the work week provided in this contract.
- 19.02 Permanent part-time employees are covered by all provisions of this Agreement except as otherwise expressly provided in this Article.
- 19.03 Part-time employees shall be paid on an hourly or daily basis, pro-rated to the weekly minimum salary provided for their classification.
- 19.04 As a general rule, no part-time employee will be engaged for periods of less than four (4) hours per day on an ongoing basis.
- 19.05 An employee who is working a reduced work week pursuant to Article 21 (Alternative Work Arrangements) may convert to permanent part-time status if ongoing part-time work is available and the Employer agrees.

## **ARTICLE 20 - TEMPORARY EMPLOYEES**

- 20.01 A temporary employee is one employed for a special project or for a specified time on a non-permanent basis. The Union shall be consulted in advance of hiring about the nature of such project and its duration.
- 20.02 The Employer is committed to maintaining a permanent workforce. Temporary employees shall not be hired for the purpose of eliminating full-time employees.
- 20.03 Temporary engagements will normally last no more than twelve (12) months. If the work is ongoing beyond twelve (12) months, the incumbent employee will be converted to permanent status unless the Employer and Union agree to an extension of the temporary assignment.
- 20.04 Temporary employees who have worked six (6) calendar months shall be given first consideration in filling vacancies for permanent positions.
- 20.04 Temporary employees are exempt from the following: Art. 5, 8, 10, 11, 12, 17, 18, 25. In addition, temporary employees hired for a period of less than two (2) months are exempt from Article 4 (Hiring and Probation) and Article 15 (Vacations). They will be eligible for sick leave at the rate of one and one-quarter (1.25) days per completed month of service. The only sections of Article 17 that apply to temporary employees are 17.07 Special Leave, 17.08, 17.09 and 17.10 Bereavement Leave and 17.11 Jury Duty.
- 20.05 Temporary employees will receive an additional payment of twenty per cent (20%) in lieu of benefits. After twelve (12) weeks of employment, they will have access to all CMG benefits plans, subject to the eligibility criteria of the plans.

## **ARTICLE 21 - ALTERNATIVE WORK ARRANGEMENTS**

- 21.01 The parties recognize and agree that the intent of alternative work arrangements (AWA) is to improve work-life balance for employees. Such arrangements may also be of benefit to the Employer.
- 21.02 By way of example but without limitation, alternative work arrangements may include job sharing, a compressed or reduced work week, or work at home.
- 21.03 The Union must be notified in writing of all alternative work arrangements, as well as any cancellation of such agreements. Members of the bargaining unit are entitled to union representation when requesting or negotiating an alternative work arrangement.
- 21.04 Requests for alternative work arrangements may be initiated, in writing, by either the employee or the Employer. The Employer will study all requests and make best efforts to accommodate the employee's request, subject to legitimate operational requirements. An employee's request will not be unreasonably denied.
- 21.05 All details of an agreed-upon alternative work arrangement will be committed to in writing and signed by the employee and the Employer prior to commencement of the alternative work arrangement.
- 21.06 The minimum duration of an AWA agreement is six (6) months; longer agreements will be reviewed on at least an annual basis. Either the Employer or the employee may cancel an agreement at any time with a minimum of sixty (60) days notice.
- 21.07 Where a vacancy is created as a result of the implementation of an AWA agreement, such vacancy will be filled as per the provisions of Article 4 - Hiring and Probation. In the event that the Employer determines that such a vacancy will be of a temporary nature, the employee working under the AWA agreement must, within two (2) years of the beginning of the AWA agreement, elect to end the AWA and return to regular employment, or make the alternative work arrangement permanent.
- 21.08 Employees on an AWA are covered by all provisions of this Collective Agreement. Salary will be pro-rated based on hours worked; benefits will be pro-rated where applicable, subject to any restrictions contained in the employee's benefit plan.
- 21.09 Seniority will also accrue based on hours worked. Where the employee is not self-assigning, overtime will be applicable after seven (7) hours in any given day, subject to the provisions of any individual AWA agreement.

## ARTICLE 22 – MINIMUM SALARIES

### Wage Increases

A one and a half percent (1.5%) compounded increase in the minimum base salaries for all classifications set out in the Collective Agreement and/or each employee's actual salary for 2017, 2018, 2019 and 2020 retroactive to Jan 1, 2017 with retroactive pay being paid on an employee's actual gross earnings in each of those years and only to those employees actively employed with the Employer at the time of ratification, with all payments being issued by the Employer to affected employees less any required statutory deductions within 30 days of ratification of the Renewal Agreement. For clarity, those employees on temporary layoff at the time of ratification will be considered actively employed with the Employer and entitled to receipt of retroactive payments.

For clarity, retroactive and compounded salary increases will be as follows:

- a) 1.5% increase in minimum base salaries and/or employees' actual salaries effective January 1, 2017;
- b) 1.5% increase in minimum base salaries and/or employees' actual salaries effective January 1, 2018;
- c) 1.5% increase in minimum base salaries and/or employees' actual salaries effective January 1, 2019;
- d) 1.5% increase in minimum base salaries and/or employees' actual salaries effective January 1, 2020

#### Senior Staff Representative

01-Jan-17	\$120,025.42
01-Jan-18	\$121,825.81
01-Jan-19	\$123,653.19
01-Jan-20	\$125,507.99

#### Staff Representative and Communications Coordinator

	Start	Year 1	Year 2	Year 3
01-Jan-17	\$90,685.88	\$95,194.22	\$98,687.57	\$102,688.36
01-Jan-18	\$92,046.16	\$96,622.13	\$100,167.88	\$104,228.69
01-Jan-19	\$93,426.86	\$98,071.47	\$101,670.40	\$105,792.12
01-Jan-20	\$94,828.26	\$99,542.54	\$103,195.45	\$107,379.00

#### Associate Staff Representative

	Start	Year 1	Year 2	Year 3
01-Jan-17	\$65,740.54	\$68,697.91	\$71,789.32	\$75,019.84
01-Jan-18	\$66,726.64	\$69,728.38	\$72,866.16	\$76,145.14
01-Jan-19	\$67,727.54	\$70,774.30	\$73,959.15	\$77,287.31
01-Jan-20	\$68,743.46	\$71,835.92	\$75,068.54	\$78,446.62

**Administrative Specialist (Comptroller)**

	Start	Year 1
01-Jan-17	\$79,397.01	\$82,148.38
01-Jan-18	\$80,587.97	\$83,380.60
01-Jan-19	\$81,796.79	\$84,631.31
01-Jan-20	\$83,023.74	\$85,900.78

**Administrative Coordinator**

	Start	Year 1	Year 2	Year 3
01-Jan-17	\$51,014.57	\$55,073.16	\$58,890.33	\$63,600.64
01-Jan-18	\$51,779.79	\$55,899.26	\$59,773.69	\$64,554.65
01-Jan-19	\$52,556.49	\$56,737.75	\$60,670.29	\$65,522.97
01-Jan-20	\$53,344.83	\$57,588.81	\$61,580.35	\$66,505.81

The premium for positions designated as bilingual is 7%. The Employer to identify bilingual positions in job postings.

## **ARTICLE 23 - GENERAL WAGE PROVISIONS**

23.01 EXPERIENCE DEFINITION: In the application of the foregoing schedule of minimums, experience shall include all employment in comparable work. Employees shall be classified as to job title at the time of employment, transfer or promotion, and the Union notified in accordance with the provisions of Article 5.

23.02 The minimum wage rates established herein are minimums only; individual merit may be acknowledged by increases above the minimums. Members of the Union have the right to discuss individual merit increases with Management. The Employer shall inform the Union of all merit increases granted, in accordance with the provisions of Article 5.

23.03 There shall be equal pay for work of equal value.

23.04 TEMPORARY UPGRADE: Where an employee is temporarily assigned to perform the principal functions of a higher-paid classification within the bargaining unit, they will be paid, for the duration of the temporary upgrade, the amount of the first step of the higher classification or a ten per cent (10%) increase in their current salary, whichever is greater.

All premiums applicable to the temporary position or amounts paid in lieu of benefits shall be calculated on the basis of the higher salary for the duration of the temporary upgrade.

Where such a temporary upgrade is of a duration greater than twelve (12) months, severance pay may be calculated based on the salary paid during the upgrade. By agreement, the duration of the upgrade may be extended beyond twelve (12) months before this severance calculation shall apply.

On completion of the temporary upgrade, the employee will return to his/her former position without loss of seniority rights or benefits under the Collective Agreement. If the employee is laid off within twelve (12) months of the end of the temporary upgrade, severance shall be calculated on the basis of the higher salary.



## **ARTICLE 24 - EXPENSES, EQUIPMENT, INCIDENTALS**

24.01 The Employer shall pay for and provide employees with all necessary working equipment. The Employer shall also pay for and provide proper equipment maintenance. Guild staff representatives will be provided with a wireless device for business purposes. Additional devices must be authorized by Management Committee.

24.02 The employer shall reimburse for all legitimate expenses incurred by the employees in the service of the Employer in accordance with travel guidelines and other policies established by the CMG National Executive Committee. Staff representatives will be issued a credit card under a CMG corporate account, to be used for business purposes only, and are responsible for reconciling these accounts. Staff requiring Internet access for work purposes at home will be reimbursed up to fifty dollars (\$50) per month upon submission of receipt.

## **ARTICLE 25 - PENSION AND BENEFITS**

25.01 Employees of the Canadian Media Guild shall receive, annually, twenty per cent (20%) of base salary in lieu of pension and benefits. They may use that amount to buy coverage through the Union-CMG benefits plan or to continue in a pension and benefits plan of a former employer where a CMG collective agreement exists and such participation is permitted.

25.02 The Canadian Media Guild shall not be liable for any pension or other benefit payments owed by any staff member to any third party, other than the amounts agreed to in this Collective Agreement. Further, the Employer shall have the ability to recover from any staff member any amounts deducted from dues remittances by any former employer for any pension or benefits provided to that individual. The Employer will endeavour to verify that all relevant deductions are appropriate.

25.03 The Union and the Employer are committed to establishing a pension plan for CMG employees. They will establish a joint committee to explore options for the creation of a form of defined contribution plan. It is understood that the Employer will not be responsible for any contributions beyond those already made under Article 25.01.

.

## **ARTICLE 26 - HARASSMENT AND DISCRIMINATION**

26.01 The Employer is committed to providing a work environment in which all individuals are treated with respect and dignity. To that end the parties recognize the right of employees to work in an environment free of harassment.

26.02 Harassment will have the same meaning as defined in the Ontario Human Rights Code and the Ontario Occupational Health and Safety Act.

26.03 For clarification, it is recognized that harassment includes engaging in a course of vexatious comment or conduct that is known or ought to be known to be unwelcome. For clarification, sexual harassment means any conduct, comment, gesture or contact of a sexual nature:

- a) that is likely to cause offence or humiliation to any individual.
- b) that might, on reasonable grounds, be perceived by that individual as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

Sexual harassment is generally comprised of objectionable and offensive behaviour which may occur once or repeatedly. Unwelcome sexual advances, requests for sexual favours, and other verbal, pictorial or physical conduct of a sexual nature constitute sexual harassment.

Employees have a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, or disability. Discrimination on the basis of childbirth and pregnancy is considered discrimination on the basis of sex.

26.04 When a complaint is filed alleging harassment, the Employer will immediately investigate to resolve the issue and to protect the rights and well-being of all the parties involved. The complaint will be dealt with in accordance with the Employer's policy on Harassment. It is agreed that the procedures set out in the policy will not be changed during the life of this Collective Agreement. Further, the Employer will take corrective or disciplinary measures as required. Such disciplinary action, when taken against an employee in this bargaining unit, shall be covered by the provisions of this Collective Agreement. Such action must be taken in a timely manner.

26.05 An employee alleging harassment in the workplace, as described above, has the right, after informing the Employer, to be assigned duties that do not require regular

work interaction with the person(s) alleged to have engaged in the harassment, if such work is available, until an investigation has been undertaken.

26.06 The normal exercise of management rights, in particular the right to assign tasks and the right to reprimand or impose discipline under the terms of this Agreement, are not defined as harassment.

26.07 Nothing in this Article shall replace an individual's right to file a complaint in accordance with the Ontario Human Rights Code.

26.08 No employee risks reprisals as a result of filing a complaint in good faith, or being a party to the investigation of a complaint.

## **ARTICLE 27 – DISCRIMINATION**

27.01 The parties will not discriminate against employees with respect to sex, colour, age, disability, religion, creed, race, ethnic or national origin, marital or parental status, sexual orientation, political affiliation, membership or activity in the Union, or conviction for an offence for which a pardon has been granted.

27.02 Employees shall enjoy equal rights under this Collective Agreement in accordance with law and CMG policies as they relate to an area of a prohibited ground of discrimination.

27.03 Benefits and entitlements under this Collective Agreement will not be denied to same sex partners. Employees in same-sex relationships shall have the same marital and family status as employees in comparable common-law relationships under the law with respect to all matters covered by the Collective Agreement.

## **ARTICLE 28 - HEALTH AND SAFETY**

28.01 The Employer shall notify the Union as soon as possible of plans to install new or modified equipment, machines, apparatus or processes normally considered as automation that would substantially alter the content of any job in the bargaining unit.

28.02 No employee shall be dismissed as a result of the introduction of new or modified equipment, machines, apparatus or processes, and any reduction in work force as a result of such changes shall be achieved through attrition. An employee whose displacement may be agreed to shall retrain at the expense and on the time of the Employer and continue in the employ of CMG in a suitable job at no reduction in salary or impairment of benefits. An employee who refuses to retrain shall be considered to have waived his/her claim to continued employment with CMG.

28.03 The Employer will arrange and pay the costs of safety tests for computers or other equipment, if Union members have, or develop, medical problems involving the use of such equipment, provided the equipment is related to their work. The results of such tests shall be made available to the Union.

28.04 In the event of demonstrated eye problems associated with regular computer work, the Employer will pay for specialized eye examinations by an ophthalmologist selected by the Employer and Union if these costs are not already being paid by a provincial health plan or under an insurance health plan. The Employer will pay the cost of standard frame eyeglasses or contact lenses other than for cosmetic purposes, where it is the determination by the ophthalmologist that the employee requires a special prescription for work on equipment installed by the Employer. The Employer shall not be required to pay for the ophthalmological examination or the corrective eyeglass/contact lenses if the employee does not agree to furnish the results of such examination to CMG.

## **ARTICLE 29 - MISCELLANEOUS**

29.01 PICKET LINES: Employees shall not be required to cross picket lines, except in the event of a picket line of CMG employees which does not have the approval of the Union, or except in the case of picket lines where it is immediately necessary to cross them in order to serve the interests of CMG members.

29.02 NO LOCKOUT OR STRIKES: The Union will not cause or permit its members to cause, nor will any member of the Union take part in, any strike, either sit-down or stay-in, or any other kind of strike or any other kind of interference or any other stoppage, total or partial, of any of the Employer's operations. The Canadian Media Guild will not cause, engage in or permit a lockout at any of its offices in Canada.

29.03 OUTSIDE ACTIVITIES: The Employer supports and encourages employees who may wish to take part in outside events or activities that concern labour relations and the union movement.

It is understood that:

- a) employees must advise CMG management before engaging in such activities; and
- b) if either the preparation or event/activity is during working hours, employees must seek approval from CMG management.

If payment is received for any outside activity, it is understood the employee must do any work involved on their own time.

No employee shall engage in activities that demonstrably conflict with being an employee of or member in good standing of the Employer.

29.04 JURY DUTY: Employees called to serve on juries shall receive their regular weekly salary during periods of such jury service.

29.05 VOTING TIME: An employee required to work on an election day during the hours of polls shall receive four hours off with pay to enable the employee to vote.

29.06 CIVIL LIABILITY: If an action or proceeding is brought against any employee covered by this agreement for an alleged tort committed in the performance of duties, the Employer shall pay all legal fees, any damages or costs awarded against any such employee and any sum required for a settlement of any claim against such employees.

Such payment by the Employer is subject to the following conditions:

- a) the employee must notify the Employer and keep the EM informed of all significant developments;

- b) the appointment of a lawyer shall be made jointly;
- c) the employee agrees to cooperate fully with the appointed counsel;
- d) the Employer accepts full responsibility for the conduct of any legal action;
- e) any out-of-court settlement must meet the Employer's approval;
- f) the Employer will not be liable for any expenses or debts incurred by any employee as a result of acts committed by such employee while acting beyond the scope of their employment, without the Employer's authorization, or in breach of any applicable Employer policy.



## **ARTICLE 30 - DURATION AND RENEWAL**

**30.01 This agreement shall commence on January 1, 2017 and expire on May 31, 2021.**

**30.02 Within 90 days prior to the termination of this contract, either party may initiate negotiations for a new contract to take effect on June 1, 2021. The terms and conditions of this contract shall remain in effect until such negotiations are lawfully terminated.**

**30.03 The salary provisions of this agreement are retroactive to January 1, 2017.**

### **30.04 Commitment to Bargain a Further Renewal**

The Employer and the Union acknowledge and agree that they are committed to commencing bargaining for a further renewal collective agreement upon the expiry of the Renewal Agreement in a timely fashion and will make best efforts to set mutually agreeable meeting dates to commence bargaining in good faith as required by section 17 of the *Labour Relations Act, 1995* by no later than June 30, 2021.

The Employer and the Union agree that this Memorandum of Agreement shall be deemed properly executed by each member of their respective committees responding by email confirming their agreement to the terms set out herein.

FOR THE EMPLOYER:

Ernie A. Schirru

Brent Cousland

Karina Roman

Michel Saba

FOR THE UNION:

Aidan Macdonald

Olivier Desharnais-Roy

Terri Monture

Mark Raeburn

**SIGNATURES**

For the Employer

---

---

---

For the Union

---

---

---

## **LETTER OF AGREEMENT A**

It is agreed that employees who have working conditions, leave, salary and other provisions in addition to or greater than those set out in this collective agreement will maintain these provisions.

---

For CMG

---

For Union

January 21, 2009

**LETTER OF AGREEMENT B**

In the event of a Webmaster/IT vacancy, CMG shall consult with Union on the appropriate classification and salary for the position.

The incumbent's previous multi-skilling premium is now included in their base salary.

---

For CMG

---

For Union

January 21, 2009

## LETTER OF AGREEMENT C

It is agreed that for the purposes of Articles 9 and 10 of this agreement, Dan Oldfield's seniority goes back to the start date of his employment with the Guild, March 1, 1991. As a result of an agreement made earlier, the CMG acknowledges that, in the event of a reduction in staff, Dan Oldfield has the most seniority of all Staff Representatives.

---

For CMG

---

For Union

January 21, 2009