

**COLLECTIVE AGREEMENT**

between

**2250 Islington Ave., Toronto print facility,  
A DIVISION OF POSTMEDIA NETWORK INC.**

and

**The Canadian Media Guild, Local 30213  
CWA/SCA UNION**

**Duration: September 26, 2021 to and including September 25, 2024**

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## **PREAMBLE**

This Collective Agreement is made and entered into between Islington Printing, a division of Postmedia Network Inc., hereinafter referred to as the Company, and the Canadian Media Guild, Local 30213, CWA/SCA Canada (CLC, AFL-CIO, IFJ), hereinafter referred to as the Guild for itself and on behalf of all employees of the Employer described in Article 1.

## **ARTICLE 1: RECOGNITION**

**1.1** This Agreement covers all employees of Postmedia Network Inc. working at 2250 Islington Avenue, Toronto, as defined by the certification issued by the Ontario Labour Relations Board on July 10, 2020 (file # 0628-20-R) excluding but not limited to the General Manager, Department Managers, Human Resources, custodial and maintenance staff supplied by an agency or contractor, electricians supplied by an agency or contractor, insert hopper feeder or pile down persons supplied by an agency or contractor, security guards. It is further agreed that the number of custodial, maintenance staff and electricians will not be reduced from the current compliment and replaced with agency or contact employees.

**1.2** The Employer recognizes the Guild as the exclusive bargaining agent for all employees covered by this Collective Agreement.

**1.3** Notwithstanding the generality of Article 1.1, non-union employees may continue to do bargaining unit work that was being performed prior to the certification on July 10, 2020. It is agreed that shall be no expansion of said work. In the event of a reduction of staff due to layoff, the non-union person will cease performing work of the laid off classification. Non-union employees cannot be employed to avoid paying overtime to bargaining unit staff.

**NOTE: It is understood that non-union staff will replace for vacation for team leads, pre-press and 1-person positions as is currently the case and will continue to do so in the event of layoff.**

## **ARTICLE 2: GUILD MEMBERSHIP**

**2.1** All employees who, on the date of signing this agreement, are members of the Guild in good standing in accordance with its constitution and bylaws shall maintain their membership in the Guild in good standing during the life of this agreement. All new employees whose position is covered by this Agreement shall become Guild members from the first day of employment.

**2.2** The Guild agrees that it will accept and retain in membership any employee subject to the Constitution and bylaws of the Guild.

## **ARTICLE 3: DUES DEDUCTION**

**3.1** The Company shall deduct from the gross earnings of each employee whose position is covered by this Agreement an amount equal to the regular union dues in accordance with the schedule of dues rates furnished to the Company by the Guild. The Company shall remit to the Guild not later than the twenty-first (21) each month all regular union dues collected during the preceding calendar month. Such schedule may be amended by the Guild from time to time; however, it is agreed that any change in the union dues schedule shall not take effect until the first pay period following four (4) weeks' notice of change has expired.

**3.2** The Company shall provide the Guild monthly with a statement of the amount of dues remitted to the Guild on behalf of each employee in the bargaining unit.

**3.3** By virtue of their membership in the Union, bargaining unit employees consent and agree to the collection, use or disclosure of personal information as it relates to their membership in and representation by the Union.

#### **ARTICLE 4: TRANSFERS AND PROMOTIONS**

**4.1** No employee can be transferred to a location outside of the current facility without the employee's express consent. Details of any transfer shall be agreed to between the individual(s) involved, the Company and the Guild.

**4.2** An employee shall not be promoted nor transferred to a position outside the bargaining unit without the employee's consent. An employee shall not be penalized for refusing such a promotion or transfer.

**4.3** The Company will place on the bulletin boards notice of all postings for employment within the bargaining unit. Such postings will be concurrently posted externally.

**4.4** The Company shall continue its policy of promotion from within, whenever suitable candidates are available. Candidates shall be selected on the basis of qualifications and abilities as determined by the Company. In the event more than one internal candidate is equally qualified, length of service will be the tie breaker.

**4.5** An employee promoted to a higher classification shall be given a trial period for up to three (3) months. During the trial period the Company may return the employee, or the employee may request to return, to their previous or comparable classification with pay and benefits as if the promotion had not occurred.

**4.6** An employee promoted to a higher classification shall receive at least the salary rate next highest to the rate the employee was earning in the lower classification.

**4.7** The Company shall, upon request, provide an oral explanation to an employee of why their application was not successful.

#### **ARTICLE 5: HIRING**

**5.1** The Company shall notify the Guild in writing of all postings within the bargaining unit at the time that they are posted and such notification shall be directed to the Guild's local office.

#### **ARTICLE 6: EMPLOYEE INFORMATION**

**6.1** The Company shall furnish the Guild annually a list showing the following information for each employee:

- a) Name, address, phone number, email address, date of birth,
- b) Date of hire;
- c) Classification;
- d) Experience rating and experience anniversary date;
- e) Salary

**6.2** The Company shall notify the Guild in writing monthly and not later than the twenty-first (21)-day of the month the following:

- a) Step up increases paid by name of employee, individual amount, resulting new salary and effective date;
- b) Changes in classification, salary changes by reason thereof and effective date;
- c) Terminations, retirements, deaths
- d) All information specified within Section 1 of this Article for each new employee hired within the preceding month.

#### **ARTICLE 7: UNION REPRESENTATIVES**

**7.1** Shop Stewards and Union Executive members can conduct union business on Company time provided there is no additional cost to the Employer nor is there an impact on production.

**7.2** The Guild agrees to provide a list of names for those persons on the Executive and who are shop stewards.

**7.3** It is understood that union representatives have their regular work to perform on behalf of the Employer. Representatives will discharge their responsibilities subject to operational requirements and will not leave their work without obtaining the permission of their supervisor which will not be unreasonably withheld.

#### **ARTICLE 8: DISCIPLINE**

**8.1** An employee who has completed probation may be discharged only for cause.

**8.2** There shall be no disciplinary action taken against any employee except for cause.

**8.3** An employee shall have the right to the presence of a Guild steward or representative during any discussions with the Company if they involve disciplinary action, possible suspension or discharge.

**8.4** The Company shall notify the employee of such right prior to commencement of such meeting. Reasons for disciplinary actions, suspension or discharge will be confirmed to the employee and the Guild in writing.

**8.5** The Company shall provide the union with copies of any formal discipline given to employees. Employees shall be allowed to respond to any disciplinary letter or criticism and have it placed in their personnel file attached to the disciplinary letter or criticism.

**8.6** Upon written request and with a 48-hour notice an employee shall have the right to review their personnel file.

**8.7** Copies of disciplinary letters or criticisms shall be removed from the employee's personnel file after two years from date of issue. It is also understood that disciplinary letters or criticisms on the employee's file after two years from the date of issue shall not be used as the basis for further disciplinary action.

#### **ARTICLE 9: GRIEVANCE PROCEDURE**

**9.1** An employee and/or the Guild shall, within thirty (30) days of the circumstances giving rise to the complaint, raise the matter orally with the employee's department manager. If the Guild is not satisfied with such discussions, the Guild may resort to the grievance procedure described in this section.

#### **9.2** Definitions:

"Grievance" means any difference between the parties bound by the agreement concerning its interpretation, application or alleged violation and whether a matter is arbitrable.

For the purpose of this article, "Officer of the Guild" shall include any elected officer of the Guild, representative or shop steward recognized by the Guild.

"Days" means calendar days, excluding statutory holidays.

#### **9.3** Grievance Procedure:

Either party may initiate a grievance. If a grievance is not settled at either stage of the grievance procedure, the grieving party shall either abandon it or proceed to the next successive stage within the time limits set out in each stage. By mutual agreement between the Company and the Guild and in the case of the Company or the Guild grievance, the processing of any grievance may begin at the second stage. The successive stages of the grievance procedure are:

##### First Stage:

If the two parties are unable to resolve the oral complaint, then within seven (7) days of the oral meeting, the Guild shall grieve the matter in writing with the employee's department manager or designated representative. The answer to the first stage grievance shall be given in writing within seven (7) days of receipt of the grievance.

##### Second Stage:

If the two parties are unable to agree at the first stage grievance, then within seven (7) days of an answer at the first stage, the Guild shall take up the grievance in writing with the General Manager

or designated representative. The answer to the second stage grievance must be given in writing within seven (7) days of receipt of the second stage grievance.

### **Sub section: ARBITRATION**

#### Final Stage - Arbitration

If the parties are unable to agree at the second stage, then within fifteen (15) days of receipt of an answer at the second stage, the grieving party shall notify the other party, in writing, of its intention to take the grievance to arbitration.

**9.4** In the event that a grievance is to be adjudicated, the parties to the Agreement shall attempt to agree on an Arbitrator as soon as the grieving party has submitted notice, in writing, of its decision to proceed to arbitration. If the parties cannot agree, the Arbitrator shall be appointed by the Ontario Minister of Labour. The Arbitrator shall proceed as soon as practical to examine the grievance and render *their* award, and their decision shall be final and binding upon the parties and upon any employee affected by it.

#### **9.5 Time Limits:**

It is intended that grievances shall be processed as quickly as possible. Time limits are mandatory and not directory. If the grieving party does not appeal the grievance to the next successive stage within the specified appeal time limit, the grievance shall be deemed to be abandoned and shall not thereafter be reinstated. If the responding party does not answer the grievance within the specified answer time limit for each stage, the grievance shall automatically proceed to the next higher stage. Notwithstanding the above, the appeal and answer time limits as specified may be extended by mutual agreement.

**9.6** Each of the parties shall bear their own expenses and shall jointly share the expense of the Arbitrator.

**9.7** The Arbitrator shall have no ability to alter, amend, or otherwise change any provision of this Agreement, nor to make a decision in conflict with the provisions herein.

### **ARTICLE 10: SENIORITY**

**10.1** Seniority shall be determined by an employee's length of continuous service in the bargaining unit. If more than one employee has the same seniority date, the employee's original date of hire shall be used to determine seniority sequence.

**10.2** An employee shall cease to have seniority rights, and employee status with the Company shall be terminated for all purposes, if the employee:

- a) Voluntarily terminates his/her employment;
- b) Is laid off by the Company for a period exceeding twelve (12) months;
- c) Fails to report for work within ten (10) days after being notified by the Company of recall following a formal layoff;
- d) Is dismissed for just and sufficient cause;
- e) Is absent for three working days without an explanation satisfactory to the Company;



- f) Fails to report for work after an authorized leave of absence without providing an explanation satisfactory to the Company;
- g) Retires

**10.3** Seniority shall continue, for a maximum of one year, when an employee is off work due to a workplace injury or a medically certified illness.

**10.4** A seniority list shall be provided to the Guild upon request each year.

#### **ARTICLE 11: PROBATION**

**11.1** New employees shall be considered probationary employees for the first three (3) months of their employment. This period may be extended upon mutual agreement (between the Company and the Guild) for a further three (3) months.

**11.2** The Company may dismiss a probationary employee for any reason whether the probationary period is extended or not, provided such dismissal is not otherwise arbitrary, discriminatory or in bad faith.

#### **ARTICLE 12: SECURITY**

**12.1** When it is determined by the Company that a reduction in the work force is required, not less than one week notice shall be given to the Guild prior to the employee(s) being notified. Employees shall be given two (2) weeks' notice of layoff or pay in lieu. The notice to the Guild shall specify the job title(s) and the number of employees involved. At the request of either party, the Company and the Guild shall meet during the notice period to discuss possible alternatives to the layoff.

**12.2** The layoff of employees shall be in the inverse order of seniority within the affected classifications (classification seniority). If more than one employee has the same length of seniority within the affected classification, the employee's original date of hire shall be used to determine seniority sequence. Severance pay as laid out in Article 13 shall apply.

**12.3** Employees who have received notice of layoff will have 7 days to elect either (a) severance pay in accordance with Article 13 or bumping.

**12.4** An employee who is laid off in accordance with Article 12.1 above may elect within seven (7) days to bump into a lateral or lower classification in which they are competent to perform the work, in the opinion of the Company, provided that their unit seniority is greater than that of the employee whose position is being claimed. An employee so displaced may, within seven (7) days, similarly elect to bump into another classification in which they are competent to perform the work, in the opinion of the company, provided that their unit seniority is greater than that of the employee whose position is being claimed.

**12.5** The subsequently laid off employee shall be the employee in the classification with the least amount of unit seniority. Said employee so displaced shall not have bumping rights but shall be entitled to take severance pay as outlined in Article 13.

**12.6** An employee who elects to bump into another classification shall accept the conditions of the classification being bumped into, including hours of work and schedule. Such employee's rate shall be adjusted to the lower rate closest to the employee's current rate.

**12.7** During the notice period specified in Article 12.1 above, the Company shall accept voluntary resignations from employees in the classifications involved. Employees who voluntarily resign shall receive severance pay as outlined in Article 13 and will forgo their recall rights.

**12.8** Each laid-off employee shall be placed on a rehiring list for up to twelve (12) months. Any job opening that occurs in a classification during that period shall be offered first to employees laid off from such classification in order of seniority.

**12.9** The Company shall grant a forty-five (45) day familiarization period to demonstrate the required competency.

**12.10** Refusal to accept a position in the classification and status from which the employee was laid off shall result in the employee being dropped from the list.

**12.11** During the notice period, the Company and the Guild shall meet to discuss alternatives to the layoff. This discussion may include, but is not limited to, issues such as retraining for positions inside the Company's business, reduced work weeks and voluntary departures.

**12.12** The Company shall give the Guild and all employees at least one month's written notice of dismissal by way of sale or ceasing publication, or one month's compensation shall be paid to all employees in lieu of notice. Employees shall be entitled to severance as outlined in Article 13.

**12.13** In the event of a technological change, the Company shall attempt to retain as many members of the bargaining unit as possible. In the event that new technology requires fewer staff, the Guild will be notified and the employees will be given at least eight (8) weeks' notice or pay in lieu of notice.

**12.14** Any layoffs under this section shall be implemented in accordance with the bumping provisions in Article 12.

### **ARTICLE 13: SEVERANCE PAY**

**13.1** An employee who has completed their probationary period and who is laid off under the provisions of Article 12 shall receive severance pay in the amount of either:

- a) 2.6 weeks for each completed year of service, or major fraction thereof, to a maximum of sixty (60) weeks as a retiring allowance. With approval of the benefits carrier benefits coverage will continue for the duration of the retiring allowance period.
- b) 2.6 weeks for each completed year of service, or major fraction thereof, to a maximum of 60 weeks as a lump sum. Except where required by law, all benefits will cease on termination date.

**13.2** An employee who is on the rehiring list and is recalled prior to the end of the period for which they received severance pay shall, in the case of a lump sum payment, refund the unexpired portion of the severance pay upon his/her return. Terms of repayment shall be agreed to between the parties.

**13.3** Employees working an 80-hour bi-weekly schedule prior to (date of ratification) and who are subsequently subject to layoff will receive severance calculated on the basis of an 80 hour bi-weekly schedule.

#### **ARTICLE 14: HOURS OF WORK**

**14.1** The full-time work schedule shall consist of 80 hours bi-weekly for the first year of the agreement and 78 hours bi-weekly thereafter.

**14.2** In conjunction with the above all regular full-time employees will receive a lump sum payment of \$500 on the 2<sup>nd</sup> and 3<sup>rd</sup> year anniversaries of the agreement. It is understood that if the bi-weekly hours are not reduced employees will not be eligible for such payments.

**14.3** Shifts will be determined by the Company.

**14.4** When schedule changes are implemented a notice of three weeks will be provided during which employees may, in order of seniority, select their preferred shift schedule provided such senior employee has the necessary skills and ability to perform the required work.

**14.5** The employer may change an employee's shift to cover for vacation or absences. Such changes will be by mutual agreement, however if no employee agrees to the shift change the most junior employee in the classification will be assigned.

**14.6** Shifts of 9 hours or less will include one paid 30-minute meal break. Shifts of more than 9 hours will include two 30-minute meal breaks.

**14.7** Meal breaks will not be taken before 2.5 hours or later than 5 hours on any given shift except by mutual agreement of the parties.

**14.8** There shall be a minimum of twelve (12) hours between regularly scheduled shifts.

**14.9** With the approval of management employee shall be allowed to voluntarily leave work to the scheduled end of a shift provided all production and maintenance that can be reasonably be completed within the remaining time. It is understood that such time is without pay.

**14.10** With the approval of management the switching of shifts may be permitted so long as it is within the same pay period, does not incur overtime and is with someone in the same classification up to five (5) times per fiscal year.

**14.11** For operation reasons, the Employer may request a shift change at straight time (80 hours biweekly or less) upon mutual consent of the employee.

## **ARTICLE 15: OVERTIME**

**15.1** The Employer shall keep a record of all overtime. Upon reasonable notice, copies of such record shall be given to the Guild.

**15.2** Overtime will be worked when required.

**15.3** Overtime will be paid for hours worked after 80 hours in the pay period at the rate of 1.5 the employee's regular base rate.

**15.4** If there are insufficient volunteers for overtime the Employer will schedule employees in reverse order of seniority.

**15.5** An employee who works on a day off shall be paid at the overtime rate, with a minimum of five (5) hours at the overtime rate.

**15.6** Overtime referred to in this Article shall be compensated in cash.

**15.7** Overtime must be authorized in advance by the department manager or his designate. The company may terminate the overtime scheduling process at any time and cancel or shorten the overtime at any time for any reason. Employee scheduled for overtime will be provided with a minimum of three (3) hours' notice in the event of an overtime shift's cancellation. Should the Employer not provide the appropriate notice of shift cancellation the employee will be paid a minimum of four (4) hours pay at the overtime rate.

## **ARTICLE 16: STATUTORY HOLIDAYS**

**16.1** Each employee shall have two (2) floating days with full pay for that scheduled shift to be taken during the vacation year, on a date mutually agreed upon by the Company and the employee. New employees will be entitled to float days on a pro-rata basis. Floater days must be pre-approved in advance. Floaters cannot be carried forward and must be used during the vacation year. The taking of floater days is not contingent upon employees using vacation time first.

**16.2** The following days shall be recognized as statutory holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day and any other day duly authorized by the Provincial or Federal governments.

**16.3** Shifts that begin on the statutory holiday or day celebrated as such will be deemed to have been worked on said statutory day.

**16.4** If a recognized holiday, as defined in this agreement, falls during an employee's schedule vacation, the holiday will be paid in addition to the vacation pay for that day.

**16.5** If a statutory holiday, as defined in this Agreement, falls during an employee's scheduled day off, the employee be paid for that statutory holiday in accordance with employment standards.

**16.6** Employees scheduled but not required to work on a statutory holiday will receive their regular pay for all hours that would have been worked had they worked that statutory holiday.

**16.7** An employee required to work on a statutory holiday as defined in this Agreement, shall be paid 1.5 times their regular rate for all hours worked in addition to the employee's regular pay for the entire shift.

**16.8** In order to qualify for a paid holiday, an employee must not be on an unauthorized leave on the day prior or immediately following the holiday.

**ARTICLE 17: VACATION**

**17.1** The vacation year shall run from September 1 until August 31.

**17.2**

<b>Years of Service</b>	<b>Vacation Entitlement (in weeks)</b>	<b>Vacation Accrual Rate</b>
Less than 1 year	3 weeks (prorated based on hire date)	6%
1 to 6 years	3 weeks	6%
7 to 14 years	4 weeks	8%
15 years and greater	5 weeks	10%

**17.3** Upon termination of employment an employee (or the employee's estate in case of death) shall receive accrued vacation pay.

**17.4** Should an employee terminate their employment and has used more vacation than has been accrued, the employee shall reimburse the overage. This clause does not apply to an employee who is laid off and has used more vacation than they have accrued.

**17.5** Payment for vacation will be by direct deposit in accordance with the regular payroll schedule.

**17.6** Vacation approval board/schedule tracker will be posted physically or electronically.

**ARTICLE 18: VACATION SCHEDULING**

**18.1** The number of employees who may be absent on vacation at any one time shall be determined by the Company based on operational requirements.

**18.2** The Company reserves the right to declare the following vacation blackout period: The three-week period prior to December 24.

**18.3** Vacation requests will be submitted as follows:

From July 1 until July 31 employees may, in order of seniority, select up to two weeks of vacation for the period from September 1 until February 28/29. Subsequent weeks will be selected in the same manner once all employees have had an opportunity to select one week. Vacation requests for this time period will be approved by August 15.

From February 1 until February 15 employees may, in order of seniority, select up to two weeks of vacation for the period March 1 until August 31. Subsequent weeks will be selected by one-week increments in the same manner once all employees have had an opportunity to select two consecutive weeks. The same method shall be used for the scheduling of all subsequent weeks. The approved vacation schedule will be finalized by March 1.

**18.4** Where possible, employees shall be permitted to take vacation weeks consecutively.

**18.5** Employees booking a full week of vacation will have preference over those booking single days.

**18.6** No employee shall be required to apply for vacation time by any set date, provided such employee is willing to waive seniority rights.

**18.7** Any employee who has not submitted their vacation during the above-mentioned selection rounds will only be permitted to book vacation at a time that will not interfere with another employee's vacation. At this stage, the selection shall be done on a first come first served basis.

**18.8** The Company will meet with employees to discuss unused or nonscheduled vacation time. The Company reserves the right to schedule employees on vacation if they do not submit their vacation requests by May 1.

**18.9** Up to 10 days or 80 hours of vacation may be taken even though the employee has not yet accrued such days/hours.

**18.10** Employees may carry up to 40 hours of vacation from one year to the next for exceptional circumstances and with the employer's approval. Employees will complete the Vacation Carryover form and submit for approval to the employee's manager. This time must be used within the first three months of the following fiscal year or it will be forfeited.

**18.11** Any residual hours may be carried over provided the combination of carry-over (as per Article 18.10) and residual hours does not exceed 5 days / 40 hours.

**18.12** Employee who end the vacation year with a negative accrual will start the next vacation year with a deficit.

#### **ARTICLE 19: SICK LEAVE**

**19.1** Full-time regular employees will be eligible for short term disability benefits after three months of consecutive service. Benefits are calculated on the basis of the employee's current regular annual salary, excluding overtime.

**19.2** To be eligible for the payment of benefits the employee must provide acceptable medical evidence to HR or its 3<sup>rd</sup> party adjudicator in the stipulated timeframe. Payment will be made upon acceptance of the claim by the adjudicator.

Years of service as of the first day of continuous disability	Weeks at 100% of earnings	Weeks at 70% of earnings
More than 3 months of service and up to 1 year	1	25
More than 1 year of service	4	22

**19.3** It is understood that sick days will not be deemed hours of work for the purposes of calculating overtime.

**19.4** The cost of medical certificates will be the employee’s responsibility.

**19.5** Part-time employees are eligible for short term disability benefits after working 700 hours (prorated). Short term disability benefits for part-time employees will be based on the average employee earnings over the previous 6-month period preceding the absence and will be paid in accordance with the above table.

**ARTICLE 20: LEAVES OF ABSENCE**

**20.1** Employees returning from leave, paid or unpaid, shall be reinstated in the same or comparable position upon their return. If during the course of a leave referred to in this Article, the employer reduces staff in accordance with Article 12, Security, the employee on leave will be treated as if he or she were present in the workplace at the time the layoff occurred.

**20.2** An employee granted a leave of absence for more than six (6) weeks in a calendar year under this Article shall not accumulate seniority while on such leave of absence but shall retain all seniority accumulated prior to the start of such leave.

**ARTICLE 21: UNION LEAVE**

**21.1** If an employee is elected or appointed to a position in the Guild, CWA/SCA Canada or local of the Guild, CWA/SCA Canada such an employee upon the employee's request, shall be given a leave of absence without pay. This leave will be granted to not more than one employee at a time. A minimum of one (1) month of such election and subsequent return to work shall be provided by the Guild to the Employer. Such leave will be extended upon request. The union will defray the cost of pension and benefits should the employee request the coverage.

**21.2** Leaves of absence, upon request, without pay, shall be granted to delegates to conventions of the Guild, CWA/SCA Canada to no more than two (2) employees at any one time on three (3) weeks’ notice and for not more than a total of three (3) weeks in any one year.

Leaves of absence, upon request, without pay, for the purpose of participating in other meetings relating to the business of the Guild, CWA/SCA Canada for not more than a total of two (2) weeks

in any one year, will be granted, provided such absence would not unreasonably interfere with the efficient operation of the Employer's business.

**21.3** An employee granted a leave of absence for more than six (6) weeks in a calendar year under this Article shall not accumulate seniority while on such leave of absence but shall retain all seniority accumulated prior to the start of such leave.

**21.4** The Union will reimburse the Employer for time missed for union business.

NOTE: Agreed provided the parties agree such meetings are scheduled so as not to incur OT and will end so that OT is not incurred).

**21.5** Representatives of CMG Local 30213 shall be given time off to attend executive meetings and/or special meetings of the Local provided such absence does not unreasonably interfere with the efficient operation of the Company's shall continue to receive their regular pay for the time off work with the Company being reimbursed by the Local.

NOTE: The two employees mentioned above shall be regarded as to include all employees including part time employees.

#### **ARTICLE 22: MATERNITY/PATERNITY/ADOPTION/FAMILY LEAVE**

**22.1** Paternity leave: An additional three (3) unpaid days over and above employment standards may be granted upon request. Permissions shall not unreasonably withhold.

**22.2** In the event of a maternity, paternity or adoption leave, the employee shall endeavour to give two (2) weeks' notice prior to the commencement of maternity leave and shall give two (2) weeks' notice prior to returning. Maternity/parental leave shall otherwise be governed by applicable provincial legislation.

**22.3** An employee who fails to return to work on the required day from a leave of absence of any type will be deemed to have voluntarily resigned their position effective the date that they were to have returned.

**22.4** Maternity/parental/adoption leave shall be provided in accordance with the provisions of employment standards in effect at the time of said leave.

**22.5** An employee may be granted leave with pay and without loss of seniority for family emergencies.

**22.6** The provisions in this Section shall apply equally to natural and adoptive parents.

#### **ARTICLE 23: OTHER STATUTORY LEAVES**

**23.1** The Employer may require an employee who takes a leave under this Article to provide evidence reasonable in the circumstances of the employee's entitlement to the leave.



**23.2** All statutory leaves of absences without pay will be provided in accordance with the provisions of the employment standards in effect at the time of the leave.

#### **ARTICLE 24: BEREAVEMENT LEAVE**

**24.1** A full-time employee may be absent from work with pay for five (5) consecutive days immediately following the death of an immediate family member defined as:

Spouse/partner (includes all forms of conjugal relationships, including but not limited to marriage, common law unions civil unions and other domestic partnership; parent (including step and foster) of the employee or their spouse/partner; child (including step and foster) of the employee or their spouse/partner; spouse/partner of a child (including step and foster) of the employee or their spouse/partner; sibling (including step and foster) of the employee or their spouse/partner; grandparent; grandchild; any other relative permanently residing in the employee's household.

It is understood that one of the above days may be taken at the time of internment.

**24.2** A full-time employee may be absent from work with pay for up to three (3) days consecutive immediately following the death of their or their spouse's/partner's uncle or aunt, nephew or niece, relative dependent on the employee for care or assistance.

**24.3** In order to qualify for bereavement leave in accordance with this Article the employee may be requested to submit an official notice of death.

**24.4** Permissions for extended, unpaid bereavement leave shall not be unreasonably withheld.

#### **ARTICLE 25: JURY DUTY**

**25.1** The Company shall pay to each employee called for jury selection or called to serve on a jury the difference between a day's pay for each day the employee is absent from work and the total sum paid to the employee for such service. To be eligible for payment, the employee must notify his immediate department supervisor as soon as such notice is received, furnish a copy of the subpoena and evidence of the amount of fees he received. A night shift employee serving jury duty shall not be required to work on the day or days so spent.

#### **ARTICLE 26: MILITARY LEAVE**

**26.1** An employee who has left or who leaves the employment of the Employer to enter any kind of military service of Canada in time of war or national emergency, shall be considered an employee on leave of absence, and on release of such service shall resume the same position or a comparable one with a salary, benefits, and seniority no less than existed at the time the military service began.

**26.2** Time spent in such service shall not be considered service time with the Company.

**26.3** Application for resumption of employment must be made within ninety (90) days after termination of such service.

## **ARTICLE 27: PART TIME AND TEMPORARY EMPLOYEES**

**27.1** A part time employee is one who is hired to regularly work 80% or less of full-time bi-weekly work hours as outlined in Article 14, Hours of Work. Part-time employees are covered by all the terms and conditions of this agreement.

**27.2** A temporary employee is one who is hired to:

Cover a leave of absence due to illness or disability or maternity/parental for the duration of the leave;

Cover vacation absences (not to displace students during the school vacation period) for a maximum continuous period of six (6) months;

For a special project or for a specified time in either case not to exceed six (6) months;

The time limits outlined above may be extended upon mutual agreement of both parties to this collective agreement;

The union shall be notified in writing when temporary employees are hired.

**27.3** A temporary employee shall not be employed where such employment would eliminate or displace a regular full-time or part-time employee/ the Company will only hire temporary employees when it deems it impractical to hire a full-time or part-time employee.

**27.4** Part-time employees will be eligible for the above paid leaves (refer to Article once all renumbered) on the basis of their average hours over the 4-week period immediately preceding the leave.

**27.5** The provisions of the Employment Standards Act of the Province of Ontario with respect to Public Holidays shall apply to part time and temporary employees

**27.6** Temporary employees will receive statutory and vacation pay as a percentage of their weekly earnings.

**27.7** Temporary employees are not eligible for floaters.

## **ARTICLE 28: GENERAL WAGE PROVISIONS**

**28.1** Wages shall be calculated on an hourly basis and be paid bi-weekly by automatic deposit.

**28.2** New Position: Should the Company create a new position within the bargaining unit. The Employer shall advise the Guild of the rate assigned to the position. If the Guild disagrees with the rate, the matter may be referred to arbitration.

**28.3** No pay cuts: There shall be no reduction in the hourly rate except in the case of a reclassification or voluntary transfer to a lower classification.

**28.4** There shall be no decrease in the hourly rate as a result of signing this agreement.

**28.5** Higher Classification Work: When the Company temporarily assigns an employee to a higher classification for a minimum of four hours, the employee shall receive the rate of pay for that higher classification for all hours worked in the higher classification. In the case of a temporary

assignment to an excluded position, as defined in this agreement, the employee shall receive a premium of \$4.00 per hour.

It is understood that Press PDT will be eligible for a higher classification differential only when they are assigned to a higher classification for a minimum of four consecutive hours in the higher classification.

**28.6** Upon ratification employees will be placed on the wage grid at the next highest rate in their classification with a minimum increase of 1%.

**28.7** Employees will progress along the grid annually on the anniversary of their date of hire.

**28.8** Employees whose rate is above the maximum rate for their classification will be red-circled but will receive the equivalent to 1% of their regular rate (annualized) upon ratification and on the 1<sup>st</sup> anniversary of the agreement.

**28.9 CLASSIFICATIONS AND RATES:**

Classification	Starting Rate	After Year 1	After Year 2	After Year 3	After Year 4	After Year 5
Press Team Lead	\$39.58	\$40.37	\$41.18	\$42.00	\$42.84	\$43.70
Press Technician	\$33.51	\$34.18	\$34.86	\$35.56	\$36.27	\$37.00
Press Tech II	\$29.89	\$30.49	\$31.10	\$31.72	\$32.35	\$33.00
Progressive Development Technician	\$24.90	\$25.40	\$25.91	\$26.43	\$26.96	\$27.50
Roll Technician	\$24.00	\$24.48	\$24.97	\$25.47	\$25.98	\$26.50
Shipper/Receiver	\$20.74	\$21.15	\$21.57	\$22.00	\$22.44	\$22.89
PrePress Technician	\$27.63	\$28.18	\$28.74	\$29.31	\$29.90	\$30.50
Mailroom Team Lead	\$34.86	\$35.56	\$36.27	\$37.00	\$37.74	\$38.49
Progressive Insert Tech)	\$32.04	\$32.68	\$33.33	\$34.00	\$34.68	\$35.44
Inserter	\$30.15	\$30.75	\$31.37	\$32.00	\$32.64	\$33.29
Insert Tech II	\$24.45	\$24.94	\$25.44	\$25.95	\$26.47	\$27.00
Stacker Technician	\$18.79	\$19.17	\$19.55	\$19.94	\$20.34	\$20.75
Stocklin Operator	\$20.65	\$21.06	\$21.48	\$21.91	\$22.35	\$22.80
Tow Motor Operator	\$18.79	\$19.17	\$19.55	\$19.94	\$20.34	\$20.75
Electrician	\$37.59	\$38.06	\$38.54	\$39.02	\$39.51	\$40.00
Mechanical Technician	\$34.30	\$34.73	\$35.16	\$35.60	\$36.05	\$36.50
Production Administrator	\$25.04	\$25.54	\$26.05	\$26.57	\$27.10	\$27.64
Coordinator, Planning	\$24.70	\$25.19	\$25.69	\$26.20	\$26.72	\$27.27
Logistic Administrator	\$17.22	\$17.56	\$17.91	\$18.27	\$18.64	\$19.01

**ARTICLE 29: HEALTH & SAFETY**

29.1 The Company and the Guild agree to cooperate with the objective to maintain a healthy and safe work environment. In order to accomplish this, the parties agree to establish a joint health and safety committee of not more than three (3) persons from each party. The Union will seek out volunteers, one

person each from the Pressroom, Distribution Center and Maintenance. The committee will meet as required by Company policy and shall be afforded such time off as is necessary to transact activities within the scope of the committee and shall suffer no loss of pay.

### **ARTICLE 30: EXPENSES AND EQUIPMENT**

**30.1** The Company shall continue to consider claims for reimbursement for loss of or damage to an employee's personal property in connection with employment.

**30.2** The Company will continue the practice of providing clean uniforms for all employees who require them.

**30.3** Employees who have passed the probationary period, shall be reimbursed for protective footwear at a rate of \$160 once per calendar year. Protective footwear must be CSA approved and original receipts are required or no reimbursement will be processed.

### **ARTICLE 31: GENERAL PROVISIONS**

**31.1** Bulletin Boards: The Company agrees to provide bulletin boards in each department for the exclusive use of the Guild. As a courtesy, the General Manager or designates shall be given copies of union notices posted on the bulletin boards.

**31.2** Outside Activity: Employees shall be free to engage in any activities outside of working hours, except where such activities constitute a demonstrable conflict of interest with the employees' normal employment activities, are performed for other publications or media in competition with the Company, have an adverse effect upon the credibility of the Company, or exploit the employee's connection with the Company, unless they first receive permission from the Company.

**31.3** Lockers: Based on availability the Company will provide lockers for employees. Employee must comply with the Company's request to empty their lockers immediately upon being so directed.

**31.4** Upon having reasonable grounds or substantial suspicion of theft or wrongdoing the Employer may search an employee's locker such search to be conducted in the presence of the employee and the union steward.

However, if due to safety or hygiene concerns, required by the police, or if the employee has resigned, been terminated or has not worked for a minimum of three (3) months, the Employer may access the locker.

**31.5** Except in exceptional circumstances employees being laid off or terminated shall have the right to empty their locker before leaving the building.

**31.6** Pension Plan: The employer agrees to contribute an amount equal to four (4) per cent of an employee's wages to the pension plan. Employees will match this contribution.

**31.7** Unless otherwise noted, whenever a stipulated time is mentioned in the Agreement it refers to consecutive calendar days. The said time may be extended by mutual consent of the parties or their nominees.

**31.8** It shall be the responsibility of the employee to notify the Employer promptly in writing of any change in address and telephone number. If an employee fails to do so, the Employer will not be responsible for ensuring the delivery of any notices to the employee.

**31.9** The Company and the Union shall share the costs of printing the Collective Agreement.

**31.10** Regular wages, wherever used in this Agreement, shall mean the straight time hourly rate.

#### **ARTICLE 32: TRAINING**

**32.1** The Company and the Guild mutually recognize the importance of training to improve efficiency, productivity and employee job satisfaction. When training is required, the parties will discuss the time and the procedure necessary. Whenever possible, members of the bargaining unit shall be afforded the opportunity to retrain in order of seniority. Notwithstanding the above, it is understood that ongoing coaching and/or informal training will continue as part of the ongoing operation of the business.

#### **ARTICLE 33: MANAGEMENT RIGHTS**

**33.1** The right to hire, assign duties, retire, promote, classify, lay-off, recall, demote, transfer, schedule, suspend, discharge or discipline, to maintain order and efficiency, to establish and enforce reasonable rules and regulations governing the conduct of employees, to manage operations, determine methods and techniques of work, number of employees employed, discontinue, reorganize, limit, combine, institute changes in jobs and assignments is the exclusive function and responsibility of the Company save and except as specifically limited by the express provisions of this Agreement.

#### **ARTICLE 34: STRIKES AND LOCKOUTS**

The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this agreement. The meaning of the words 'strike' and 'lockout' shall be as defined in the Ontario Labour Relations Act, as amended from time to time.

#### **ARTICLE 35: BENEFITS**

It is agreed that the Employer's group insurance benefits, in force for the bargaining unit at the time of signing the present Agreement will remain in effect during the term of this Agreement.

#### **ARTICLE 36: DURATION & RENEWAL**

**36.1** This Agreement shall commence on the September 26, 2021 and expire on the September 25, 2024 and shall inure the benefit of and be binding upon the successors and assigns of the Company.

**36.2** Within 60 days to the expiration of this Agreement, the Employer or the Guild may initiate negotiations for a new agreement. The terms and conditions of this Agreement shall remain in effect until negotiations, including conciliation and/or mediation, are lawfully terminated.

**36.3** Either of the parties may advise the other party of their intent to bargain any or all Articles of the collective agreement 60 days prior to the 2-year anniversary of the present agreement. For the agreement to be re-opened both parties must agree.

If no such notice is issued, or the parties do not agree to open the agreement, it will remain in effect for 3 years from the date of ratification.

**36.4** Within 60 days to the expiration of this Agreement, the Employer or the Guld may initiate negotiations for a new agreement. The terms and conditions of this Agreement shall remain in effect until negotiations, including conciliation and/or mediation, are lawfully terminated.

#### **LETTER OF UNDERSTANDING**

##### **Substitute list**

The parties agree that employees who are laid off may choose to be added to a substitute list. Such employees will not be deemed to have been recalled and will be paid at their hourly rate of pay prior to layoff.