

**OBSERVER
MEDIA GROUP INC.**
(CANADA'S NATIONAL OBSERVER)
(the "Company")

- and -

**CANADIAN
MEDIA GUILD**
(the "Guild")

**COLLECTIVE AGREEMENT
JUNE 1, 2022 TO MAY 31, 2027**



Canadian Media Guild

La Guilde canadienne des médias

CWA Canada Local 30213 / Section locale 30213, SCA Canada

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DEFINITIONS

The following definitions apply to this entire agreement:

1. The **"agreement"** means this collective agreement between the Employer and the Union.
2. The **"bargaining unit"** means the bargaining unit defined under Article 2 of this agreement.
3. The **"Board"** means the Canada Industrial Relations Board established under the Code.
4. The term **"business hours"** means 8 AM to 8 PM local time, Monday to Friday.
5. The **"Code"** means the *Canada Labour Code*, R.S.C., 1985, c. L-2.
6. The **"Company"** or the **"Employer"** means the Observer Media Group Inc. (Canada's National Observer).
7. An **"editorial employee"** means an employee who is employed as a journalist (e.g., reporter).
8. For clarity, the term **"editorial management"** in Article 17 means management representatives of the Employer with editorial responsibilities, and their delegates.
9. An **"employee"** or a **"bargaining unit employee"** means an employee in the bargaining unit.
10. The term **"full-time position"** means a position with the regular work schedule established under Article 5.1 of this agreement.
11. An **"intern"** means a temporary employee who is employed in the job category of Intern for learning, training or recruitment purposes. Subject to the willingness and availability of other employees, the Employer will make reasonable efforts to designate an employee as a mentor for each intern.
12. The term **"job category"** means a generic grouping of positions with similar functional and/or organizational profiles.
13. The **"Labour Standards Regulations"** means the *Canada Labour Standards Regulations*, C.R.C., c. 986.
14. A **"part-time position"** is a position with weekly hours of work that are a proportion of the weekly hours of work of a full-time position, expressed as an FTE (full-time equivalent).
15. A **"permanent employee"** means an employee who is employed for an indefinite term.
16. A **"permanent position"** means a position that is for an indefinite term.
17. The term **"position"** means a specific bargaining unit role within the Company that is defined by a **"position description,"** which is comprised of information regarding the:
 - (a) position title;
 - (b) functional profile of the position (e.g., duties, functions, responsibilities);
 - (c) organizational profile of the position (e.g., work location, work unit, reporting relationships); and
 - (d) qualifications required for the position (e.g., necessary education, training, experience, knowledge, skills, abilities, competencies).

18. A **“temporary employee”** means an employee who is employed for a fixed term.
19. A **“temporary position”** means a position that is for a fixed term.
20. The **“Union”** means the Canadian Media Guild.

ARTICLE 1 – PURPOSE AND INTENT OF AGREEMENT

- 1.1** The purpose of this agreement is to set out in writing the parties' agreement regarding the terms and conditions of employment for employees in the bargaining unit and related matters affecting the Employer, the employees, and the Union.
- 1.2** This agreement is intended to promote the parties' common interests in fostering:
 - (a) a creative, innovative, collaborative, and progressive workplace; and
 - (b) open communication and a cooperative and harmonious relationship between the Employer, the employees, and the Union.
- 1.3** The parties are committed to promoting the success of the Company, while providing opportunities for the employees to fulfill their career aspirations.
- 1.4** The parties recognize the right of employees to work in an environment characterized by mutual respect, dignity, and fairness.
- 1.5** The parties agree:
 - (a) that editorial freedom, integrity, and independence will be prioritized in applying and interpreting provisions of this agreement;
 - (b) to exercise their rights under this agreement in a manner that is fair, reasonable, and even-handed;
 - (c) to explore creative solutions to workplace issues; and
 - (d) to resolve matters under this agreement in a timely manner, and not to use technical arguments to impede the resolution process.

ARTICLE 2 – DEFINITION OF THE BARGAINING UNIT

- 2.1** The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit.
- 2.2** Subject to Article 2.3, the bargaining unit is comprised of the employees described in the certification order issued by the Board.
- 2.3** The following persons are excluded from the bargaining unit:
- (a) the editor-in-chief, the managing editor, the tech lead, and the business developer;
 - (b) persons excluded by mutual agreement between the parties;
 - (c) persons excluded pursuant to a decision of an arbitrator or the Board; and
 - (d) persons excluded under the Code, such as persons who perform management functions or who are employed in a confidential capacity relating to industrial relations.
- 2.4** The Code, including Part I, Part II, and Part III of the Code, applies to the employees in the bargaining unit.

Excluded staff and management personnel

- 2.5** The Employer will not permit excluded staff or management personnel to perform work normally performed by employees in the bargaining unit, except:
- (a) in, and only for the duration of, an emergency;
 - (b) for temporary workload situations or relief purposes, for a period not exceeding three months;
 - (c) to carry out time-sensitive duties, functions or responsibilities outside of regular work hours or where employees in the bargaining unit are engaged in other work or otherwise unavailable; or
 - (d) as otherwise permitted under this agreement.

Independent contractors

- 2.6** Subject to Article 2.7, there is no limit on the Employer's authority and discretion to contract out work to independent contractors, including freelance contributors and service providers.
- 2.7** The Employer will not contract out work to independent contractors:
- (a) with the intention of eroding the bargaining unit;
 - (b) merely to avoid the requirements and obligations of an indefinite term employment relationship; or
 - (c) if doing so causes employees in the bargaining unit to be laid off.

ARTICLE 3 – NO DISCRIMINATION OR HARASSMENT

- 3.1** The parties are committed to fostering a work environment in which everyone is treated with respect and dignity, free from all forms of harassment and discrimination.
- 3.2** The parties will work together to prevent and address all forms of workplace discrimination and harassment, including:
- (a) harassment and discrimination under the Canadian Human Rights Act, R.S.C., 1985, c. H-6 (the "CHRA"), such as sexual harassment and other forms of adverse treatment based on a prohibited ground of discrimination;
 - (b) harassment and violence under Part II of the Code, which means actions, conduct or comments that can reasonably be expected to cause offence, humiliation, or other physical or psychological injury or illness to an employee; and
 - (c) personal harassment, meaning actions, conduct, or comments that a reasonable person would consider objectionable or unwelcome, such as abuse of power or authority.
- 3.3** Without limiting the foregoing, the Employer will maintain an updated policy prohibiting discrimination and harassment and setting out information and procedures for reporting, investigating, and resolving occurrences of discrimination and harassment. Such information and procedures will include the information and procedures set out in Appendix A.
- 3.4** The parties will not discriminate against an employee on the basis of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability, and conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered, or any other prohibited ground of discrimination under the CHRA.
- 3.5** The Employer will not discriminate against an employee because the employee:
- (a) is a member of the Union; or
 - (b) participates in the activities of the Union.
- 3.6** The Employer will not discriminate against an employee on the basis of the employee's political affiliation.
- 3.7** Article 3.6 does not apply:
- (a) where the employee's political affiliation conflicts with core Company values, including the principles and purposes of Articles 3.1, 3.2, or 3.4; or
 - (b) to reasonable action taken by the Employer relating to the management and direction of the workplace, including action taken:
 - (i) to manage employee conduct or work performance;
 - (ii) to protect the integrity, editorial credibility, and independence of the Company; or
 - (iii) to prevent or address:
 - (A) editorial bias, including potential or perceived bias;
 - (B) violations of the Company's journalistic standards; or
 - (C) employee activities that give rise to a conflict of interest or commitment with their employment with the Company, including a potential and/or perceived conflict.

ARTICLE 4 – JOB POSTINGS AND ASSIGNMENTS

- 4.1** The parties are committed to:
- (a) providing employees with opportunities to use and develop their skills, including through internal lateral transfers and promotions; and
 - (b) promoting equal employment opportunities for persons who have historically been under-represented in the Canadian workforce, including women, people with disabilities, Indigenous people, and people from other racialized communities.
- 4.2** Employees have a right to apply for any position posted under this Article.
- 4.3** The Employer will do the following in respect of vacant bargaining unit positions (including new bargaining unit positions) with a term of six months or more, which the Employer intends to fill:
- (a) The Employer will post the position by emailing an internal job posting to all employees and, at its discretion, publishing information regarding the position externally. The internal job posting will provide a position overview containing:
 - (i) a summary of the position, including key duties, functions and responsibilities;
 - (ii) the qualifications required for the position (e.g., necessary education, training, experience, knowledge, skills, abilities, competencies);
 - (iii) the term of the position;
 - (iv) the pay rate for the position; and
 - (v) the following statement: "This is a bargaining unit position. The collective agreement between Observer Media Group (Canada's National Observer) and the Canadian Media Guild applies."
 - (b) Before considering applications from external candidates, the Employer will consider all applications that are submitted in a timely way by internal candidates.
 - (c) The Employer will conduct a fair selection process, assessing internal candidates on the basis of their:
 - (i) qualifications, relative to the qualifications required for the position;
 - (ii) overall work performance and conduct at the Company; and
 - (iii) personal and professional experience, insofar as it relates to the position.
 - (d) Subject to subsection (e), the Employer will award the position to the best internal candidate, considering the factors set out in subsection (c).
 - (e) In the event that:
 - (i) none of the internal candidates meet the qualifications required for the position; or
 - (ii) the present work performance or conduct of each qualified internal candidate is unsatisfactory, despite reasonable corrective efforts by the Employer;the Employer may award the position to an external candidate.

- (f) The Employer will keep internal candidates apprised of the status of the selection process and will notify internal candidates when the process has concluded.
 - (g) Upon request by an internal candidate who was not awarded the position, the Employer will provide written reasons why the candidate was not selected for the position.
- 4.4** Subsections (b) to (g) of Article 4.3 will not apply if the posted position is filled through the recall process under Article 15.
- 4.5** Upon request by an internal candidate who was not awarded a posted position, wherever possible the Employer will provide confidential and without prejudice professional development suggestions or advice to the candidate.
- 4.6** Subject to Articles 4.3 and 4.4 and the Employer's operational and business needs, wherever possible the Employer will:
- (a) consider applications from external candidates referred by the Union; and
 - (b) prioritize the recruitment and hiring of persons who have historically been under-represented in the Canadian media workforce.

Probationary period

- 4.7** Subject to Article 4.8, a person who is awarded a position under Article 4.3 will complete a probationary period as follows:
- (a) The probationary period for an external candidate who is awarded a permanent position under Article 4.3 will begin on the first day of their current term of employment with the Company and will end after they have worked for six months in their current term of continuous employment with the Company.
 - (b) The probationary period for an external candidate who is awarded a temporary position under Article 4.3 will begin on the first day of their current term of employment with the Company and will end after they have worked for three months in their current term of continuous employment with the Company.
 - (c) The length of the probationary period for an employee (i.e., internal candidate) who is awarded a permanent position under Article 4.3 will be six months less the number of months (including partial months) they have already worked in their current term of continuous employment with the Company.
 - (d) The length of the probationary period for an employee (i.e., internal candidate) who is awarded a temporary position under Article 4.3 will be three months less the number of months (including partial months) they have already worked as an employee in their current term of continuous employment with the Company.
 - (e) Without limiting subsections (f) or (g), the Employer may, in its sole discretion, take a corrective, progressive approach to discipline during the probationary period (see Article 13).
 - (f) The just cause provisions in this agreement do not apply during the probationary period.
 - (g) The Employer may terminate an employee during the probationary period if the Employer determines that the employee is not suitable for the position.

Extension of probationary period

- 4.8** The Employer may extend an employee's probationary period as follows:

- (a) If the employee's cumulative time off (under Articles 7, 10, 11, and 24) during their probationary period exceeds one month, the Employer may extend the employee's probationary period by the length of the employee's cumulative time off.
- (b) If, despite reasonable efforts, the Employer is unable to determine the Employee's suitability during their probationary period, the Employer may extend the employee's probationary period by three months. This is a one-time extension.
- (c) An extension under Article 4.8(a) does not preclude an extension under Article 4.8(b), and vice versa.
- (d) The Employer will notify the Union in writing of an extension under this Article and the reasons for the extension.

Work performance during probationary period

- 4.9** Within two weeks of an employee's first day of work in a position awarded under Article 4.3, the Employer will communicate the following to the employee:
- (a) The typical job duties, functions, and responsibilities of the position.
 - (b) The core performance standards and expectations for the position, including key outcomes the employee is expected to produce or achieve and behavioural competencies the employee is expected to demonstrate.
- 4.10** During an employee's probationary period, the Employer will assess the employee's suitability for their position by evaluating:
- (a) the employee's performance of their job duties, functions, and responsibilities; and
 - (b) whether the employee is meeting the core performance standards and expectations for the position.
- 4.11** The Employer will provide the employee with a written synopsis of the evaluation (or evaluations) conducted under Article 4.10.

Assignments

- 4.12** The Employer may temporarily assign an employee to another position or other duties on the following terms and conditions:
- (a) The term of the assignment must be less than six months.
 - (b) During the term of the assignment, the Employer may not pay the employee less than their current rate of pay without the employee's consent.
 - (c) If the assignment is to a higher paid position, the Employer will pay the employee the higher rate of pay.
- 4.13** At the conclusion of a temporary assignment under Article 4.12:
- (a) a permanent employee will have the right to return to their position, unless such position no longer exists, in which case Article 15 (Layoffs) will apply; and
 - (b) a temporary employee will have the right to return to their temporary position, unless the fixed term of such position has expired.

ARTICLE 5 – HOURS OF WORK AND OVERTIME

- 5.1** In accordance with sections 170 and 172 of the Code and the section 4 of the Labour Standards Regulation, and as reflected in the provisions of this agreement, the parties have agreed to a modified work schedule, pursuant to which the regular work schedule for a full-time position under this agreement is as follows:
- (a) Weekly hours of work: Weekly average of 40 hours over each pay period (see Article 6 for meaning of “pay period”).
 - (b) Daily hours of work: Up to 10 hours.
 - (c) Maximum hours: 60 hours in a week; weekly average of 48 hours over each pay period.
 - (d) Number of work days: 5 days per week, unless otherwise directed or approved by the Employer. Such approval will not be unreasonably denied.
 - (e) Number of rest days: 2 days per week, unless otherwise directed or approved by the Employer. Such approval will not be unreasonably denied. Wherever practicable, Saturday and Sunday will be the normal days of rest in a week.

Averaging

- 5.2** Where the parties agree that the nature of an employee’s work necessitates irregular distribution of their hours of work, their hours of work may be calculated as an average for a period of two or more weeks in accordance with the Code and the Labour Standards Regulation.

Break periods

- 5.3** In addition to their daily hours of work, an employee will take a 30-minute break period during every period of five consecutive hours of work. Subject to Article 5.4, break periods will not be time worked and will be unpaid.
- 5.4** If the Employer requires an employee to be at the Employer’s disposal during a break period, the employee will be paid for the break.

Scheduling

- 5.5** Unless otherwise directed or approved by the Employer, employees will regularly perform their work during business hours.
- 5.6** Section 173 of the Code does not apply to employees under this agreement.

Overtime

- 5.7** The term “overtime” means hours of work in excess of the weekly hours of work or daily hours of work set out in the regular work schedule established under Article 5.1.
- 5.8** Employees are prohibited from working overtime without obtaining clear and advance written authorization from the Employer.
- 5.9** When an employee is required or permitted to work overtime, the Employer will:
- (a) pay the employee for the overtime at a rate of pay that is 1.5 times the employee’s regular pay rate; or

(b) grant the employee 1.5 hours of time off with pay for each hour of overtime worked, which must be taken within 30 days of the date on which the overtime was worked, otherwise it will be paid out, unless the Employer and the employee mutually agree to an alternative arrangement on a without prejudice and without precedent basis.

5.10 Section 174.1 of the Code (Right to refuse) applies to employees under this agreement. Under section 174.1, subject to enumerated conditions and exceptions, an employee may refuse to work overtime requested by the Employer in order to carry out certain specified family responsibilities.

On-call

5.11 An employee may offer or consent to be on-call on a day when they are scheduled to have a rest day or time off under Article 7 (Vacations) or Article 8 (General holidays) as follows:

- (a) "On-call" means away from the workplace but accessible to the Employer when needed.
- (b) An employee will not be on-call within the meaning of this Article unless the Employer designates them as such in advance and in writing.
- (c) Time spent by an employee on-call will not be time worked. If the employee is called to work, they will be paid for time worked in accordance with this agreement.
- (d) When an employee is on-call for a day, the Employer will grant the employee one day off with pay, which the employee must use within 12 months, and which cannot be otherwise paid out or carried forward.

ARTICLE 6 – PAY AND JOB CLASSIFICATION

Pay rates

- 6.1 Effective the first pay period following January 1, 2022, an employee will receive no less than the hourly pay rate for their position’s job category as set out in the following pay grid:

Job Category	Pay Rate (Minimum)	Estimated Annual Pay*
Intern	\$16.35	\$34,000.00
Administrative Support	\$24.04	\$50,000.00
Editorial Support	\$25.97	\$54,000.00
General News Reporter (J1)	\$28.85	\$60,000.00
Staff Columnist	\$31.25	\$65,000.00
Editor	\$31.25	\$65,000.00
Journalist 2 (J2)	\$36.06	\$75,000.00

**Estimated Annual Pay is provided for informational purposes only (based on 2080 hours worked per year at pay rate; rounded to nearest \$1,000.00).*

- 6.2 No employee’s pay rate will be reduced as a result of the parties’ adoption of the above pay grid. During the term of this agreement, the hourly pay rates established in Article 6.1 will increase by 3% annually as follows:

	EFFECTIVE THE FIRST PAY PERIOD FOLLOWING:			
	Jan. 1, 2023 3%	Jan. 1, 2024 3%	Jan. 1, 2025 3%	Jan. 1, 2026 3%
Intern	\$16.84	\$17.35	\$17.87	\$18.40
Administrative Support	\$24.76	\$25.50	\$26.27	\$27.06
Editorial Support	\$26.75	\$27.55	\$28.38	\$29.23
General News Reporter (J1)	\$29.72	\$30.61	\$31.53	\$32.47
Staff Columnist	\$32.19	\$33.15	\$34.15	\$35.17
Editor	\$32.19	\$33.15	\$34.15	\$35.17
Journalist 2 (J2)	\$37.14	\$38.26	\$39.40	\$40.59

- 6.3** The Employer may, in its sole discretion:
- (a) negotiate directly with an employee or prospective employee for the purpose of paying them an hourly rate that is greater than the hourly pay rate for their position's job category;
 - (b) reach an agreement directly with an employee or prospective employee for the purpose of paying them an hourly rate that is greater than the hourly pay rate for their position's job category; and
 - (c) pay an employee an hourly rate that is greater than the hourly pay rate for their position's job category.
- 6.4** During the term of this agreement, the hourly pay rate of an employee who is paid under Article 6.3(c) will increase by 3% annually.
- 6.5** The Employer and the employee will maintain the confidentiality of the negotiation process under Article 6.3. Information exchanged, agreements reached, and pay rates determined under Articles 6.3 and 6.4 will be held in strict confidence, except that disclosure to the Union is permitted, in which case the confidentiality obligations under this Article will apply equally to the Union.

Notice of certain changes

- 6.6** The Employer will notify the Union in writing upon taking the following actions:
- (a) Creating a new position and associated position description and matching the position to a job category.
 - (b) Eliminating a vacant position and associated position description.
 - (c) Making substantial, qualitative changes to a vacant position and associated position description, and matching the changed position to the same, or a different, job category.

New job category

- 6.7** Upon creating a new job category and associated pay rate, the Employer will:
- (a) notify the Union in writing; and
 - (b) within 10 business days of giving such notice, make reasonable attempts to meet with the Union to discuss the new job category and associated pay rate.
- 6.8** Within 30 calendar days of receiving notice under Article 6.7, the Union will:
- (a) inform the Employer in writing that it agrees to the new job category and associated pay rate, in which case the job category and associated pay rate will be deemed to be created by mutual agreement;
 - (b) if it disputes the new job category or associated pay rate, initiate the Dispute Resolution Process (Article 14) at Step 1; or
 - (c) take neither the action set out in subsection (a), nor the action set out in subsection (b), in which case the job category and associated pay rate will be deemed to be created by mutual agreement.

Changes to occupied position

- 6.9** In advance of making substantial, qualitative changes to an occupied position and associated position description, and matching the changed position to the same, or a different, job category, the Employer will:
- (a) give the employee occupying the position and the Union as much written notice as reasonably possible under the circumstances; and
 - (b) within 10 business days of giving such notice, make reasonable attempts to meet with the employee occupying the position and the Union to discuss the changes.
- 6.10** Within 30 calendar days of receiving notice under Article 6.9, the Union will:
- (a) inform the Employer in writing that it agrees to the changes;
 - (b) if it disputes the changes, initiate the Dispute Resolution Process (Article 14) at Step 1;
 - (c) take neither the action set out in subsection (a), nor the action set out in subsection (b), in which case the Union will be deemed to agree to the changes.

Journalist 2

- 6.11** The Journalist 2 ("J2") job category is reserved for an editorial employee position that the Employer, in its sole discretion, determines to be set apart from positions in the other job categories, due to the:
- (a) complexity of the tasks performed;
 - (b) impact of decisions made;
 - (c) skill and experience required of the incumbent; or
 - (d) recognized competence or professional reputation required of the incumbent in the field or activity in which they work.
- 6.12** Despite Article 6.11, in advance of the Employer:
- (a) making substantial, qualitative changes to an occupied position that is not matched to the J2 job category; and
 - (b) matching the changed position to a job category other than the J2 job category; Articles 6.9 and 6.10 will apply.

Pay period

- 6.13** The term "pay period" means a period of 14 consecutive days beginning on Sunday and ending on Saturday.
- 6.14** The Employer will pay employees on or within eight days following the last day of each pay period.
- 6.15** During the term of the agreement, the Employer must obtain the Union's consent if the Employer wishes to modify the pay period structure established under this Article. Such consent will not be unreasonably withheld by the Union.

ARTICLE 7 – VACATIONS

- 7.1** The term “vacation pay” means a work day’s pay at an employee’s regular pay rate, calculated pro rata based on the employee’s regular work schedule.
- 7.2** The term “vacation day” means a work day on which an employee is entitled to the day off and vacation pay.

Vacation entitlement

- 7.3** Subject to Articles 7.4 and 7.5, each calendar year, an employee will be entitled to vacation as follows:
- (a) Vacation days based on the employee’s consecutive years of continuous employment with the Company since their seniority date (Article 24.15) as follows:
- (i) Less than 1 year: 10 vacation days.
 - (ii) At least 1 year: 15 vacation days.
 - (iii) At least 5 years: 20 vacation days.
- (b) Two (2) additional vacation days.
- 7.4** During a full-time employee’s first calendar year, their vacation entitlement under Article 7.3(a) will be calculated pro rata based on the number of full months remaining in the calendar year as at their seniority date.
- 7.5** The vacation entitlement under Article 7.3(a) of an employee in a part-time position will be calculated pro rata based on the position’s FTE.

Vacation accrual

- 7.6** An employee’s vacation entitlement will accrue as follows:
- (a) Vacation days under Article 7.3(a) will accrue pro rata on a monthly basis.
- (b) Vacation days under Article 7.3(b) will accrue on:
- (i) the first day of each calendar year; or
 - (ii) on the employee’s seniority date (Article 24.15) and on the first day of each calendar year thereafter.

Vacation bank

- 7.7** Vacation entitlement accrued under Article 7.6 will be credited to a vacation bank. An employee must obtain the Employer’s prior approval to use days in their vacation bank.
- 7.8** Upon request, the Employer may, in its sole discretion, grant an employee a vacation advance, the amount of which will be debited from the employee’s vacation bank.
- 7.9** At the end of each calendar year, a remaining balance in an employee’s vacation bank of vacation days in the amount of no more than the employee’s current vacation entitlement under Article 7.3(a) may be carried over to the next calendar year. Any excess days will be paid out by the Employer.
- 7.10** At the end of an employee’s employment with the Company, any vacation remaining in the employee’s vacation bank will be paid out by the Employer within 30 days.

ARTICLE 8 – GENERAL HOLIDAYS

- 8.1** Each of the following days is a “general holiday” under this agreement:
- (a) New Year’s Day.
 - (b) Good Friday.
 - (c) Victoria Day.
 - (d) Canada Day.
 - (e) Labour Day.
 - (f) National Day for Truth and Reconciliation.
 - (g) Thanksgiving Day.
 - (h) Remembrance Day.
 - (i) Christmas Day.
 - (j) Boxing Day.
- 8.2** The term “holiday pay” means a work day’s pay at an employee’s regular pay rate, calculated pro rata based on the employee’s regular work schedule.

Substituted day

- 8.3** The Employer may, at the request of an individual employee, substitute another day (the “substituted day”) for a general holiday as follows:
- (a) The Employee will make a written request to the Employer for the substituted day, detailing:
 - (i) the general holiday that the substituted day will replace;
 - (ii) the date of the substituted day;
 - (iii) whether the request is for a one-time or recurring (annually) substitution;
 - (iv) the reasons for the requested substitution; and
 - (v) the anticipated operational impact of the requested substitution, if any.
 - (b) The Employee’s substitution request must be for sincerely held religious or cultural reasons, and the substituted day must be a day that is a work day for the employee.
 - (c) The Employer will consider the substitution request in a timely way and will decide whether to approve the request (or a variation of the request) under the circumstances. Such approval will not be unreasonably denied.
 - (d) The Employer will communicate its decision under subsection (c) in writing to the employee.
 - (e) If the Employer approves the substitution request, the substituted day will, for the employee, be deemed to be a general holiday for the purposes of this Article on a one-time or recurring basis.
 - (f) An approved substitution request will be confirmed in writing and the substitution will be made on a without prejudice and without precedent basis.

(g) If circumstances change and the substitution is no longer viable for the Employer, the Employer may end the substitution on 30 calendar days' written notice to the employee.

8.4 An employee may request to extend or renew a one-time substitution. Article 8.3 will apply to such a request.

Day off on general holiday

8.5 If a general holiday falls on a day that is a work day for an employee, the employee will be entitled to the day off and holiday pay.

Working on general holiday

8.6 Employees are prohibited from working on a general holiday without obtaining clear and advance written authorization from the Employer.

8.7 If the Employer requires or otherwise authorizes an employee to work on a general holiday, the Employer will pay the employee:

(a) holiday pay; and

(b) for each hour worked, at a rate of pay that is 1.5 times the employee's regular pay rate.

General holiday falling on non-working day

8.8 If a general holiday falls on a day that is a day off or rest day for an employee, the employee will be entitled to an additional vacation day credited to their vacation bank.

ARTICLE 9 – BENEFITS PLAN

- 9.1** Every employee will be eligible to enroll in a group benefits plan purchased by the Employer (the “benefits plan”).
- 9.2** Coverage provided under the benefits plan will include:
- (a) life and accidental death and dismemberment insurance for the employee;
 - (b) dependent life insurance;
 - (c) extended health care benefits for the employee and their dependents; and
 - (d) dental care benefits for the employee and their dependents.
- 9.3** The benefits plan will be comparable or superior to the Sun Life plan purchased by the Employer on October 7, 2021.
- 9.4** Employees may, at their own expense, purchase any available optional coverage over and above the coverage provided under the benefits plan, so long as there is no additional cost or liability to the Employer. At the request of an employee, the Employer will make reasonable inquiries with the benefits plan provider regarding optional coverage options and related information, as necessary for the employee to purchase such coverage.
- 9.5** The Employer will explore options for providing coverage under the benefits plan that is gender neutral, inclusive, and supportive of employees through gender affirmation.

ARTICLE 10 – SICK LEAVE

- 10.1** The term “sick leave pay” means a work day’s pay at an employee’s regular pay rate, calculated pro rata based on the employee’s regular work schedule.
- 10.2** The term “sick leave day” means a work day on which an employee is entitled to the day off and sick pay.

Sick leave entitlement

- 10.3** Each calendar year, an employee will be entitled to sick leave for illness or injury in accordance with this Article.

Sick leave accrual

- 10.4** Each calendar year, an employee will accrue sick leave based on the employee’s completion of consecutive months of continuous employment with the Company since their seniority date (Article 24.15) as follows:
- (a) Before completing 1 month: 0 sick leave days.
 - (b) After completing 1 month: 3 sick leave days.
 - (c) After completing 2 months: 1 sick leave day will accrue pro rata on a monthly basis, up to a maximum of 10 days per calendar year.

Sick leave bank

- 10.5** Sick leave entitlement accrued under Article 10.4 will be credited to a sick leave bank. An employee must obtain the Employer’s prior approval to use days in their sick leave bank, except in the case of an unplanned or unanticipated absence due to illness or injury, in which case the employee must seek the Employer’s approval as soon as possible.
- 10.6** Under Article 10.5, an employee may request the Employer’s approval to use days in their sick leave bank (if any) to offset the one-week waiting period for Employment Insurance benefits for unemployment caused by illness or injury or unemployment due to maternity leave or parental leave, and the Employer will approve the employee’s request.
- 10.7** Upon request, the Employer may, in its sole discretion, grant an employee a sick leave advance, the amount of which will be debited from the employee’s sick leave bank.
- 10.8** At the end of each calendar year, any remaining balance of sick leave days in an employee’s sick leave bank will:
- (a) carry over to the next calendar year; and
 - (b) decrease, by one, the maximum number of days that can be accrued in that calendar year under Article 10.4(c).

Supplemental Unemployment Benefit (SUB) plan (illness or injury)

- 10.9** An employee who is on sick leave for illness or injury may request that the Employer enrol them in the SUB plan set out in Appendix B, subject to the plan’s terms and conditions.

Sick leave process

- 10.10** The Employer may introduce policies and procedures for requesting, reporting, approving, and returning from leave under this Article.

ARTICLE 11 – OTHER LEAVES

Other leaves (partially paid)

- 11.1** Employees are entitled to the following leaves in accordance with the rules and requirements set out in Division VII of the Code:
- (a) Maternity-related Reassignment and Leave.
 - (b) Leave for Victims of Family Violence.
- 11.2** Bereavement leave. An employee is entitled to the following bereavement leave:
- (a) Subject to subsection (b), bereavement leave in accordance with the rules and requirements set out in Division VIII of the Code, as amended by section 6.1 of An Act to amend the Criminal Code and the Canada Labour Code, S.C. 2021, c. 27.
 - (b) Instead of three days of bereavement leave with pay under section 210(2) of the Code:
 - (i) five days of bereavement leave with pay in the event of a death in respect of which the employee is not reasonably required to travel over 375 km one way; or
 - (ii) seven days of bereavement leave with pay in the event of a death in respect of which the employee is reasonably required to travel over 375 km one way.
- 11.3** Personal leave. An employee is entitled to the following personal leave:
- (a) Subject to subsection (b), personal leave in accordance with the rules and requirements set out in Division VII of the Code, as amended by section 6 of An Act to amend the Criminal Code and the Canada Labour Code, S.C. 2021, c. 27.
 - (b) Instead of three days of personal leave with pay under section 206.6(2) of the Code, five days of personal leave with pay.

Other leaves (unpaid)

- 11.4** Employees are entitled to the following leaves in accordance with the rules and requirements set out in Divisions VII, XIII.01 and XV.2 of the Code:
- (a) Maternity Leave.
 - (b) Parental Leave.
 - (c) Compassionate Care Leave.
 - (d) Leave Related to Critical Illness.
 - (e) Leave Related to Death or Disappearance.
 - (f) Leave for Traditional Aboriginal Practices.
 - (g) Leave for Court or Jury Duty.
 - (h) Leave of Absence for Members of the Reserve Force.
 - (i) Leave Related to COVID-19.

Supplemental Unemployment Benefit (SUB) plan (maternity or parental)

- 11.5** An employee who is on maternity leave or parental leave under Article 11.4 may request that the Employer enrol them in the SUB plan set out in Appendix C, subject to the plan's terms and conditions.

Medical leave (unpaid)

11.6 Employees are entitled to “Medical Leave” in accordance with the rules and requirements set out in Division XIII of the Code.

Work-related Illness and Injury (Workers Compensation)

11.7 Division XIII.1 of the Code applies to the Employer and the employees. The Employer is registered for Workplace Safety and Insurance Board coverage in Ontario, WorkSafeBC coverage in British Columbia, Workers’ Compensation Board of Nova Scotia coverage in Nova Scotia, and Workers’ Compensation Board – Alberta coverage in Alberta.

General leave (unpaid)

11.8 In addition to the leaves described above, an employee may request a general unpaid leave for any reason. Such a request must be made in writing, specifying the details of the leave, including the length of and reasons for the leave.

11.9 The Employer will respond in writing to a request under Article 11.8 in a timely way and with reasons for the Employer’s decision regarding the leave request.

Leave process

11.10 The Employer may introduce policies and procedures for requesting, reporting, approving, and returning from leaves under this Article.

Longer term leave

11.11 In the event of an anticipated longer term leave, the Employer is encouraged to make reasonable efforts to make early contact with the employee on leave, and to keep in contact with the employee through appropriate and considerate correspondence at reasonable intervals. The primary purposes of keeping in contact in this way are to:

- (a) support the employee in preserving a connection to the workplace; and
- (b) maintain a shared sense of respect, goodwill, and appreciation.

11.12 When an employee is on leave under this agreement for any length of time (whether a longer term leave or a shorter leave), the Employer may contact the employee to make reasonably necessary inquiries regarding the employee’s prognosis for return to work and any restrictions or limitations the employee may have upon returning to the workplace.

11.13 Without limiting the foregoing:

- (a) if an employee has been on leave for 12 months, the Employer may contact the employee to inquire regarding the employee’s prognosis for return to work and any restrictions or limitations the employee may have upon returning to the workplace; and if, through such inquiries, the Employer determines that the employee is unlikely to return to work in the foreseeable future:
 - (i) the Employer will be permitted under this agreement to post the employee’s position; and
 - (ii) the employee will retain their employment status for the purpose of returning to work to a comparable vacant position in respect of which the employee is qualified; and

(b) if an employee has been on leave for 18 months, the Employer may contact the employee to inquire regarding the employee's prognosis for return to work and any restrictions or limitations the employee may have upon returning to the workplace. If, through such inquiries, the Employer determines that the employee is unlikely to return to work in the foreseeable future, the Employer will be permitted under this agreement to terminate the employee for non-culpable absenteeism and the employee will be entitled to severance pay under Article 16.

- 11.14** In the event that an employee is cleared to return to work as contemplated under subsection (a)(ii) of Article 11.13, but no comparable vacancy (in respect of which the employee is qualified) exists, Article 15 (Layoffs) will apply.
- 11.15** An employee on leave will be expected to be reasonably responsive to the Employer's correspondence under Articles 11.11, 11.12 and 11.13 and to keep the Employer informed and up to date with respect to the employee's contact information (i.e., phone number, email address, and mailing address).
- 11.16** In the event that a permanent employee is laid off under Article 15 during the term of their leave, the process for a layoff beginning at subsection 15.3(c) in this agreement will not commence until:
- (a) the laid off employee has been cleared to return to work; or
 - (b) the laid off employee has decided to resign, in which case the process will commence before the resignation is effected.
- 11.17** Article 11.16 does not rule out the possibility that the Employer may decide to dismiss the laid off employee for just cause or terminate them for non-culpable absenteeism during the term of the employee's leave.
- 11.18** Nothing in this Article fully precludes the Union from disputing an Employer decision to dismiss an employee for just cause or terminate an employee for non-culpable absenteeism.

ARTICLE 12 – ALTERNATE WORK ARRANGEMENTS

- 12.1** The purpose of alternate work arrangements is to improve work-life balance for employees. Such arrangements may also benefit the Employer. Proposed alternate work arrangements are initiated by employees.
- 12.2** Alternate work arrangements may include: a compressed work week (i.e., working fewer days per week and longer hours per day); a reduced work week (i.e., temporary reduction in number of days per week and/or number of hours per day); work-from-home/remote work; and job sharing.
- 12.3** The particulars of an employee's alternate work arrangements will depend on the specific circumstances of the employee and the Employer at the time the arrangements are put in place, including circumstances related to performance standards and expectations, operational needs, workload issues, and financial costs.
- 12.4** Alternate work arrangements may be put in place for an employee as follows:
- (a) The employee will make a written request to the Employer for alternate work arrangements, detailing:
 - (i) the nature of the requested arrangements (e.g., remote work, reduced work week);
 - (ii) the term of the requested arrangements (i.e., start date and end date);
 - (iii) the reasons for the requested arrangements; and
 - (iv) the anticipated operational impact of the requested arrangements, if any.
 - (b) The Employer will consider the request in a timely way and will decide whether to approve the requested arrangements (or a variation of the arrangements) under the circumstances.
 - (c) The Employer will communicate its decision under subsection (b) in writing to the employee, with reasons in the event that the arrangements are not approved.
 - (d) Approved alternate work arrangements will be confirmed in writing with a copy to the Union, and such arrangements will be made on a without prejudice and without precedent basis.
 - (e) During the term of the alternate work arrangements:
 - (i) the employee's entitlements and accruals will be adjusted or prorated in accordance with the collective agreement on the basis of the employee's alternate work arrangements;
 - (ii) if circumstances change or the alternate work arrangements are no longer viable for one or more of the parties, the Employer or the employee may end the alternate work arrangements on 30 calendar days' written notice to the other and the Union.
- 12.5** An employee may request to extend or renew existing alternate work arrangements. Article 12.4 will apply to such a request.

ARTICLE 13 – DISCIPLINE AND DISMISSAL

- 13.1** Subject to Article 4.7 (Probationary period), the Employer will not discipline or dismiss an employee without just cause.
- 13.2** Subject to Article 4.7 (Probationary period), the Employer will take the following corrective, progressive approach to discipline and dismissal, except where there are grounds for immediate suspension or summary dismissal:
- (a) Before disciplining an employee, the Employer will:
 - (ii) disclose to the employee and the Union the grounds for discipline in writing; and
 - (iii) after disclosing the grounds for discipline, make reasonable attempts to meet with the employee, to allow the employee an opportunity to respond to the grounds for discipline. The employee is entitled to arrange for Union representation at such meeting, as long as this does not result in an unreasonable delay in the disciplinary process. For the purpose of this subsection, an “unreasonable delay” will typically mean a delay of five or more business days.
 - (b) After meeting with the employee, or after making reasonable but unsuccessful attempts to meet with the employee, and after considering the employee’s response (if any) to the grounds for discipline, the Employer may take disciplinary action. The Employer will notify the employee and the Union in writing within two weeks of any such disciplinary action.
 - (c) The written notice of disciplinary action will be added to the employee’s personnel file and will remain on the file until:
 - (i) the parties mutually agree to remove it;
 - (ii) it is ordered removed pursuant to a decision of an arbitrator or the Board; or
 - (iii) the expiration of a two-year period from the date of the notice, provided the employee has not engaged in a further infraction.
- 13.3** Subject to reasonable consideration of any mitigating factors, grounds for immediate suspension or summary dismissal will include:
- (a) serious misconduct, including breach of trust, theft, fraud, plagiarism, harassment and discrimination under the CHRA, harassment and violence under Part II of the Code, or repeated instances of personal harassment;
 - (b) serious and deliberate disobedience or insubordination on a matter of importance;
 - (c) actions deliberately taken for the purpose of harming the reputational, financial, or other interests of the Company;
 - (d) serious and deliberate breach of confidentiality or non-solicitation obligations; and
 - (e) gross incompetence.

Personnel file

- 13.4** An employee may review an electronic copy of the contents of their personnel file upon written request to the Employer.

ARTICLE 14 – DISPUTE RESOLUTION PROCESS

14.1 This Article is intended to:

- (a) promote the timely and effective resolution of differences between the parties to, or the employees bound by, this agreement;
- (b) ensure open communication between the parties regarding disputed matters;
- (c) provide for the fair, final, and binding settlement, by arbitration or otherwise, of all differences between the parties to, or the employees bound by, this agreement, concerning its interpretation, application, administration, or alleged contravention.

14.2 The parties agree:

- (a) to work together and make reasonable efforts to find mutually agreeable resolutions of their differences prior to seeking third party assistance;
- (b) to disclose information that is reasonably necessary for the timely and effective resolution of their differences;
- (c) not to use technical arguments to impede the dispute resolution process; and
- (d) that employees are entitled to Union representation throughout the dispute resolution process under this agreement.

Dispute Resolution Process

14.3 Except for Employer grievances, the dispute resolution process under this agreement (the “Dispute Resolution Process”) is as follows:

Step 1: Informal resolution

- (a) This step in the Dispute Resolution Process does not apply in the case of a dismissal and is optional in other cases. Before filing a grievance at Step 2 of the Dispute Resolution Process, the aggrieved employee(s) or the Union may bring the disputed matter to the attention of the Employer in a timely way, in which case the parties will make reasonable efforts to find a mutually agreeable resolution. An employee is entitled to arrange for Union representation during Step 1 of the Dispute Resolution Process.

Step 2: Grievance

- (b) If the disputed matter is not resolved at Step 1, the Union may file a grievance. A grievance is a formal written complaint, delivered to the Employer setting out the following information:
 - (i) The name of the aggrieved employee(s), if any.
 - (ii) The factual details of the disputed matter, including relevant names, dates, times, and events.
 - (iii) The date when the disputed matter took place, if applicable.
 - (iv) The date when the aggrieved employee(s) became aware of the disputed matter, or, if there is no aggrieved employee, the date when the Union became aware of the disputed matter.
 - (v) The Articles of this agreement that form the basis for the grievance.
 - (vi) The specific remedies or resolutions sought.

- (vii) The name of the Union staff person (or the employee designated as a Union representative under Article 24.1) who has initial carriage of the grievance.
- (c) Unless otherwise agreed by the parties, a grievance must be filed at Step 2 within 45 calendar days of:
 - (i) the date when the disputed matter took place, if applicable; or
 - (ii) the date when the aggrieved employee(s) became aware of the disputed matter, or, if there is no aggrieved employee, the date when the Union became aware of the disputed matter.
- (d) The Employer and the Union will make reasonable efforts to resolve the grievance without the need for a meeting at Step 3.

Step 3: Grievance meeting

- (e) Unless otherwise agreed, the parties will make reasonable efforts to meet to discuss and attempt to resolve the grievance within 21 calendar days of the date it was delivered to the Employer.
- (f) The following rules apply to grievance meetings held under subsection (e):
 - (i) Before or during the meeting, the parties will make reasonable efforts to disclose information that is reasonably necessary for the timely and effective resolution of the grievance.
 - (ii) The following persons may attend the meeting:
 - (A) Two representatives of the Employer.
 - (B) A Union staff person and/or the employee designated as a Union representative under Article 24.
 - (C) The aggrieved employee(s).
 - (D) Other persons, if the parties mutually agree that their attendance is reasonably necessary for the timely and effective resolution of the grievance.
 - (E) Other persons, to observe the meeting for training and education purposes. Time in attendance at grievance meetings for Union training and education purposes will be considered time off for Union activities and will be reimbursed by the Union in accordance with Article 24.
 - (vi) Subject to the Employer's operational needs, wherever possible the meeting will take place during regular work hours.
 - (vii) Employees will incur no loss of pay to attend grievance meetings; however, time in attendance at grievance meetings taking place after regular work hours will not be time worked and will be unpaid.
 - (viii) Following the meeting, upon reasonable request by a party, the other party will make reasonable efforts to disclose information that is reasonably necessary for the timely and effective resolution of the grievance. Such disclosure will be delivered as soon as practicable.

Step 4: Employer response

- (g) Unless otherwise agreed by the parties, within 30 calendar days of the grievance meeting, or within 30 calendar days of making reasonable but unsuccessful efforts to conduct the grievance meeting, the Employer will deliver to the Union a formal written response to the grievance.

Step 5: Referral to arbitration

- (h) If the grievance is not resolved at Step 3 or Step 4, either party may refer it to arbitration for final and binding resolution as follows:
 - (i) The referring party will provide to the other party written notice of the referral (“Notice of Referral”). Unless otherwise agreed by the parties, Notice of Referral must be provided within 30 calendar days of the date the Employer’s Step 4 response was, or should have been, delivered to the Union.
 - (ii) After Notice of Referral has been provided, an arbitrator will be appointed as follows:
 - (A) The parties will jointly appoint an arbitrator from a mutually agreed upon roster of four arbitrators. The parties will appoint the rostered arbitrator who is next (i.e., first in line) on the list of rostered arbitrators, unless that arbitrator is unable to commence a hearing within 60 calendar days, in which case the parties will appoint the rostered arbitrator who is second in line on the list, and so on.
 - (B) If the parties have not mutually agreed upon a roster of suitable arbitrators, or if no rostered arbitrator is able to commence a hearing within 60 calendar days, the parties will make reasonable efforts to jointly appoint an arbitrator selected by mutual agreement who may or may not be a rostered arbitrator.
 - (C) If the parties are unable to jointly appoint either a rostered arbitrator or an arbitrator selected by mutual agreement within 30 calendar days of the Notice of Referral, the referring party may make a written request to the Minister of Labour to appoint an arbitrator under section 56 of the Code. Until the referring party makes such a request to the Minister of Labour, the parties will continue to make reasonable efforts to mutually agree upon and jointly appoint an arbitrator.

Step 6: Arbitration

- (i) Upon the appointment of an arbitrator, the referring party will write to the arbitrator to confirm their appointment and may request a case management meeting with the arbitrator to schedule hearing dates, raise preliminary issues, and discuss other relevant matters.
- (j) An arbitrator appointed under this agreement:
 - (i) will have all of the powers and duties provided under the Code; and
 - (ii) will not have the power to change this agreement or alter, modify, or amend any of its provisions.
- (k) Every order or decision of an arbitrator appointed under this agreement will be made or given within 60 days following the confirmation of their appointment unless, owing to circumstances beyond the control of the arbitrator, it is not practicable to make or give the order or decision within those 60 days.
- (l) The costs, fees and expenses of an arbitrator and arbitration proceedings under this agreement will be borne equally by the parties.

14.4 In any given disputed matter, the parties may mutually agree to extend, modify, or waive any step of the Dispute Resolution Process, and may, by mutual agreement, attempt to resolve any given disputed matter through an alternative dispute resolution process, such as mediation.

Employer grievance

14.5 In the case of an Employer grievance, the dispute resolution process under this agreement is as follows:

- (a) The Employer will bring the disputed matter to the attention of the Union in a timely way and the parties will make reasonable efforts to find a mutually agreeable resolution. If the disputed matter is not resolved, the Employer may file a grievance in accordance with Step 2 of the Dispute Resolution Process (see Article 14.3).
- (b) Unless otherwise agreed, the parties will make reasonable efforts to meet to discuss and attempt to resolve the grievance within 21 calendar days of the date it was delivered to the Union. The rules applicable to grievance meetings at Step 3 of the Dispute Resolution Process apply to grievance meetings held for Employer grievances, except that employees will not attend the meeting unless their attendance is reasonably necessary for the timely and effective resolution of the grievance.
- (c) Unless otherwise agreed by the parties, within 30 calendar days of the grievance meeting, or within 30 calendar days of making reasonable but unsuccessful efforts to conduct the grievance meeting, the Union will deliver to the Employer a formal written response to the grievance. If the grievance is not resolved, either party may refer it to arbitration for final and binding resolution in accordance with Step 5 and Step 6 of the Dispute Resolution Process.

14.6 In any given disputed matter, the parties may mutually agree to extend, modify, or waive any step of the dispute resolution process set out in Article 14.5, and may, by mutual agreement, attempt to resolve any given disputed matter through an alternative dispute resolution process, such as mediation.

ARTICLE 15 – LAYOFF

15.1 In this collective agreement, the terms “layoff” or “laid off” refer to:

- (a) a separation from employment due to:
 - (i) a necessary reduction in the number of employees as a result of a lack of work;
 - (ii) the elimination of an employee’s work location, department, or position for legitimate business reasons, including due to lack of funding; or
 - (iii) other legitimate circumstances (e.g., business reorganization, industry or market changes, return of incumbent), unrelated to an employee’s conduct or performance, which make the employee’s continued employment with the Company unnecessary, redundant, or not possible;
- (b) a significant reduction of an employee’s regular hours of work due to:
 - (i) a lack of work;
 - (ii) a lack of funding; or
 - (iii) other legitimate circumstances (e.g., business reorganization, industry or market changes), unrelated to an employee’s conduct or performance, which make the employee’s continued employment at their regular hours of work unnecessary, redundant, or not possible.

15.2 The following is not a layoff under this agreement:

- (a) A suspension or dismissal under Article 13.
- (b) The expiry of the fixed term of employment of a temporary employee.
- (c) An employee’s acceptance of a voluntary work arrangement or assignment or voluntary severance package.
- (d) A termination for non-culpable absenteeism.
- (e) The temporary assignment of an employee under Article 4.12, so long as the temporary assignment does not involve a significant reduction of the employee’s regular hours of work.
- (f) An action taken by the Employer under Article 6.6 or 6.7.
- (g) An action taken by the Employer under Article 6.9 so long as the action does not result in a significant reduction of an employee’s regular hours of work.

Layoff of permanent employee

15.3 The process for a layoff of a permanent employee will be as follows:

- (a) The Employer will give the Union at least 30 calendar days’ notice in writing of the layoff and the position affected. If, for legitimate reasons, the Employer is unable to give 30 calendar days’ notice, the Employer will give the Union as much notice as possible under the circumstances.
- (b) The Employer will make reasonable attempts to meet with the Union within 3 business days of giving notice under subsection (a), to discuss steps that have been or could be taken to avoid the layoff and to allow the Union an opportunity to propose alternatives to the layoff for the Employer’s reasonable consideration.

- (c) The Employer will give the greater of either three weeks' notice or the statutory minimum notice (under section 230 of the Code) in writing to the employee who is to be laid off (the "laid off employee"). The laid off employee may elect, in writing, to:
 - (i) accept the layoff, in which case the layoff will be voluntary; or
 - (ii) not accept the layoff, in which case the layoff will be involuntary.
- (d) If, for legitimate reasons, the Employer is unable to meet the notice requirement under subsection (c), the Employer will provide pay in lieu of such notice or a combination of notice and pay.
- (e) If the laid off employee elects to not accept the layoff, they may further elect, in writing, to displace another permanent employee (the "displaced employee") on the basis of seniority, if the displacement meets each of the following requirements:
 - (i) The laid off employee is employed in the same job category as, or in a higher rated job category than, the displaced employee.
 - (ii) The laid off employee possesses the qualifications (i.e., education, training, experience, knowledge, skills, abilities, and competencies) required for the displaced employee's position.
 - (iii) The laid off employee is willing and able to commence the displaced employee's position immediately with minimal training and development.
 - (iv) The displaced employee is the most junior employee in their job category and in relation to which the requirements under subsections (e)(i), (e)(ii), and (e)(iii) have been met.
- (f) Elections under subsections (c) and (e) will not result in a pay rate increase for the laid off employee and must be made within 5 calendar days of the layoff notice to the laid off employee, otherwise the layoff of the laid off employee will be deemed to be voluntary.
- (g) Upon commencing the displaced employee's position, the laid off employee will complete a probationary period as if they had been awarded a position as an internal candidate under Article 4.3.
- (h) The displaced employee will not have the option of displacing another employee. The Employer will give the displaced employee the greater of either three weeks' notice or the statutory minimum notice (under section 230 of the Code) of their layoff, or pay in lieu of such notice, or a combination of notice and pay. For the purposes of this agreement, the layoff of the displaced employee will be deemed to be voluntary.

Recall of permanent employee

- 15.4** A permanent employee who is voluntarily or involuntarily laid off under Article 15.3 will retain their seniority and maintain recall rights for up to 12 months from the effective date of the layoff (the "recall period").
- 15.5** During an employee's recall period, they will have access to the following recall process:
 - (a) If the Employer posts a position under Article 4 and if the employee meets each of the following requirements, the Employer will send a recall notice to the employee by emailing the posting to the employee's last known email address:

- (ii) Prior to their layoff, the employee was employed at the same pay rate as the posted position or at a higher pay rate.
 - (iii) The employee possesses the qualifications (i.e., education, training, experience, knowledge, skills, abilities, and competencies) required for the position.
 - (iv) The employee is able to commence the position with minimal training and development.
- (b) A recall notice sent under subsection (a) will constitute a conditional offer of employment, which the employee may elect to accept or decline. Such election must be made within 7 calendar days of the date the recall notice was sent, otherwise the offer will be deemed to be declined.
- (c) An employee who elects to accept an offer of employment under subsection (b) will be awarded the position on the condition that they are the most senior laid off employee to have made such an election.
- (d) Unless directed otherwise by the Employer, an employee who is awarded a position under subsection (c) must commence the position within 21 calendar days of the date the recall notice was sent, otherwise the award of the position will be deemed to be withdrawn and the offer of employment will be deemed to be declined.
- (e) An employee who is awarded a position under subsection (c) will complete a probationary period as if they had been awarded a position as an internal candidate under Article 4.3.
- 15.6** The recall process under Article 15.5 will be completed before the Employer considers applications from internal or external candidates for the posted position.
- 15.7** During an employee's recall period, the employee is responsible for keeping the Employer informed and up to date with respect to the employee's email address.

Deemed termination of permanent employee

- 15.8** At any point during an employee's recall period, the employee may waive their recall rights, in which case the Employer will be deemed to have terminated the employment of the employee.
- 15.9** Upon the expiry of an employee's recall period, or if the employee declines or is deemed to decline an offer of employment under Article 15.5, the Employer will be deemed to have terminated the employment of the employee.

Layoff of temporary employee

- 15.10** In the event that a temporary employee is laid off:
- (a) the Employer will give the employee the greater of either three weeks' notice or the statutory minimum notice (under section 230 of the Code) of their layoff, or pay in lieu of such notice, or a combination of notice and pay;
 - (b) the Employer will be deemed to have terminated the employment of the employee; and
 - (c) the employee will not have the option of displacing another employee and will not maintain recall rights.

ARTICLE 16 – SEVERANCE

16.1 The term “two weeks’ pay” means 80 hours’ pay at an employee’s regular pay rate.

Full-time position

16.2 Subject to Article 16.4, when an employee in a full-time position is terminated or deemed to be terminated by the Employer under this agreement, the Employee will be entitled to severance pay in the amount of the greater of:

- (a) the minimum amount required under the Code;
- (b) 1.5 weeks’ pay; or
- (c) two weeks’ pay in respect of each completed year of employment (plus a prorated amount based on the number of completed months in the partial final year of employment) within the employee’s current term of continuous employment with the Company.

Part-time position

16.3 Subject to Article 16.4, when an employee in a part-time position is terminated or deemed to be terminated by the Employer under this agreement, the Employee will be entitled to severance pay in the amount of the greater of:

- (a) the minimum amount required under the Code;
- (b) a proportion of 1.5 weeks’ pay, calculated pro rata based on the position’s FTE; or
- (c) a proportion of two weeks’ pay, calculated pro rata based on the position’s FTE, in respect of each completed year or employment (plus a prorated amount based on the number of completed months in the partial final year of employment) within the employee’s current term of continuous employment with the Company.

No severance

16.4 Article 16.2 and Article 16.3 do not apply to an employee who has completed less than six consecutive months of continuous employment with Company.

16.5 For clarity, the entitlement to severance pay under this Article does not apply to the following circumstances:

- (a) A suspension or dismissal under Article 13.
- (b) The expiry of the fixed term of employment of a temporary employee.
- (c) A layoff under Article 15, unless and until such time as the Employer is deemed to have terminated the employment of the employee under Article 15.8, 15.9 or 15.10.
- (d) A circumstance that is not a layoff nor a termination under Article 15.2.
- (e) A resignation from or abandonment of an employee’s employment.

More severance

16.6 In recognition of an employee’s long or distinguished service, the Employer may, in its sole discretion and on a without prejudice or precedent basis, pay the employee a severance amount that is more than the amount required under this Article.

ARTICLE 17 – EDITORIAL INDEPENDENCE

- 17.1** The Employer will make every effort to protect the integrity, editorial credibility, and independence of its editorial employees and their work, and will ensure that all editorial control is exercised by editorial management. The parties recognize that certain members of editorial management exercise both editorial and non-editorial responsibilities within the Company. The Employer will ensure that such individuals exercise editorial control with integrity and independence and without interference from third parties.
- 17.2** Editorial employees are required to follow the Employer’s management and direction. The Employer will not require an editorial employee to meet with advertisers or contribute to content that is subject to the editorial approval of a non-editorial third party; however, an employee may offer or consent to perform such tasks, in which case the employee will do so in accordance with the Employer’s management and direction.
- 17.3** In carrying out their job duties and responsibilities, an editorial employee will not be required to distort facts, provide false information, or violate the Company’s journalistic standards.
- 17.4** The Employer will give employees reasonable advance notice of any major changes to editorial decision-making at the editorial management level.
- 17.5** The Employer will not use an editorial employee’s byline or credit line:
- (a) over the employee’s reasonable protest; or
 - (b) if the Employer has made substantial changes to the employee’s work but has not discussed the changes with the employee prior to publication despite making an effort to do so.
- 17.6** The Employer will notify an employee and request their timely input prior to publishing or broadcasting content from a member of the public that mentions the employee or their published work in a negative way.
- 17.7** The Employer will notify an employee and request their timely input prior to retracting or making a substantial correction to the employee’s published work.
- 17.8** An editorial employee with concerns regarding editorial independence may discuss their concerns with the managing editor, who will review the matter and determine whether editorial independence has been compromised.
- 17.9** The Employer is committed to defending and protecting the work of its editorial employees and the identity and confidential information of unnamed sources, unless doing so would be contrary to the law or legitimate safety concerns.
- 17.10** The Employer will cover the reasonable legal costs and expenses associated with a civil action or criminal proceeding against an employee if all of the following criteria are met:
- (a) In the case of a civil action, the Employer and the employee are not opposing parties.
 - (b) As soon as practicable upon becoming aware of the action or proceeding or the reasonable prospect of the action or proceeding, the employee notifies the Employer in writing and invokes this Article.
 - (c) The employee’s involvement in the action or proceeding arises directly from reasonable conduct in the proper performance of their job duties.

- (d) The employee's conduct was not dishonest, malicious, or in bad faith.
- (e) The employee's conduct was not grossly, flagrantly, or willfully negligent.
- (f) During the course of the action or proceeding, the employee:
 - (i) does not deceive the Employer or legal counsel;
 - (ii) does not refuse to accept or act upon the advice of legal counsel on a significant point;
 - (iii) is not persistently unreasonable or uncooperative; and
 - (iv) responds in a timely way to the Employer's and legal counsel's reasonable requests related to the action or proceeding.

17.11 Where all of the criteria are met under Article 17.10, the Employer may, at its discretion and on the advice of legal counsel, make the final decision on how to defend the civil action or criminal proceeding against the employee, including selecting, retaining, and instructing legal counsel, and agreeing to terms of settlement.

17.12 If the Employer decides to propose or agree to terms of settlement as contemplated under Article 17.11, and if the employee disagrees with the terms of settlement, the employee may assume conduct and control over the action or proceeding and:

- (a) the Employer will terminate coverage of the legal costs and expenses associated with the action or proceeding; and
- (b) the employee must agree to indemnify the Employer, on terms and conditions satisfactory to the Employer on the advice of legal counsel, for any financial harm to the Employer, caused or contributed to by the employee continuing with the action or proceeding.

ARTICLE 18 – OUTSIDE ACTIVITIES AND INTELLECTUAL PROPERTY

Outside activities

- 18.1** Unless they have obtained the Employer’s prior written consent, an employee may not engage in an activity that gives rise to a conflict of interest or commitment with their employment with the Company, including a potential and/or perceived conflict.
- 18.2** Without limiting the foregoing, an employee may only engage in business, employment or other work activities outside of the Company (“outside work activities”) if all of the following conditions are met:
- (a) The outside work activities are not with a competitor of the Company.
 - (b) The outside work activities do not interfere with the employee’s work performance at the Company.
 - (c) The outside work activities are neither inconsistent with the Company brand nor potentially harmful to the reputation or other legitimate interests of the Employer.
 - (d) The employee continues to meet performance standards and expectations set by the Employer.
 - (e) Prior to engaging in the outside work activities, the employee discloses such activities to the Employer and discloses any related conflicts of interest of which the employee is aware or reasonably ought to be aware, including potential and/or perceived conflicts of interest.
 - (f) The Employer approves of the outside work activities in writing.
- 18.3** Within 10 calendar days of an employee disclosing outside work activities to the Employer in accordance with Article 18.2(e), the Employer must approve or disapprove of the outside work activities in writing.
- 18.4** A person, including an employee, who applies for a position under Article 4.3 must, at the time of their application, disclose to the Employer any present or prospective outside work activities and any related conflicts of interest of which the employee is aware or reasonably ought to be aware, including potential and/or perceived conflicts of interest.

Intellectual property

- 18.5** For each employee, the following are conditions of employment with the Employer:
- (a) The Employer, in its sole discretion, will reasonably determine if intellectual property (“IP”) generated and/or distributed by an employee falls within the scope of IP generated by the employee in the course of their employment with the Employer.
 - (b) All IP generated by an employee in the course of their employment with the Employer is assigned to the Company.
 - (c) The Employer maintains its rights and interests in IP of the Company upon which derivative work is based.
- 18.6** Unless they have obtained clear and advance written consent from the Employer, an employee is prohibited from generating and/or distributing IP:

- (a) that the Employer reasonably determines to be competitive with the Company;
- (b) for, with, and/or to competitors of the Company;
- (c) that is inconsistent with the Company brand and/or potentially harmful to the reputation or other legitimate interests of the Employer;
- (d) that the Employer reasonably determines to be substantially similar, in whole or in part, to the content, format, appearance, or design of work the employee generates in the course of their employment with the Employer;
- (e) that is directly derived from work generated in the course of their employment with the Employer;
- (f) that is based on the IP of the Company; or
- (g) that is, in the employee's opinion, outside the scope of IP generated by the employee in the course of their employment with the Employer, if the employee knows or reasonably ought to know that the Employer may dispute the employee's opinion.

18.7 Consent, as contemplated in Article 18.6, will be provided or refused by the Employer:

- (a) within 10 calendar days of an employee's written request to generate and/or distribute IP under Article 18.6; and
- (b) on a without prejudice and without precedent basis.

16.8 Employees may request consent from the Employer to pursue opportunities for third party publishing of derivative work. The Employer will consider such requests on a case-by-case basis. Consent will be provided or refused by the Employer:

- (a) within 10 calendar days of an employee's written request; and
- (b) on a without prejudice and without precedent basis.

18.8 If the Employer publishes a derivative work based on IP generated by an employee in the course of their employment with the Company and for which the employee received a byline, then the employee's name will appear in any relevant authorship section of the derivative work in a way that acknowledges the employee's contribution.

ARTICLE 19 – EMPLOYMENT STATUS

- 19.1** The parties recognize:
- (a) the value and importance of permanent employees; and
 - (b) that, subject to the terms and conditions set out in this agreement, the Employer may sometimes hire temporary employees and contract out work to independent contractors.
- 19.2** The Employer may post and hire for a temporary position:
- (a) in, and only for the duration of, an emergency;
 - (b) for temporary workload situations or relief purposes, including to backfill for an employee who is:
 - (i) on leave under Article 10 or Article 11; or
 - (ii) in an assignment under Article 4;
 - (c) if the position is funded primarily by a grant, donation or other funding source (other than general Company revenues) which is:
 - (i) for a fixed term; or
 - (ii) a one-time amount sufficient to cover a time-limited project;
 - (d) if the temporary position is for an intern; or
 - (e) to otherwise fill a temporary vacancy or meet a temporary operational need.
- 19.3** Before posting a temporary position, the Employer will notify the Union regarding the section of Article 19.2 that applies to the posting.
- 19.4** The following rules apply to temporary positions:
- (a) Subject to subsection (b), the fixed term of a temporary position may not exceed one year.
 - (b) The Employer may, in writing, extend the fixed term of employment of a temporary employee up to a total cumulative fixed term of 24 months for the purpose of ongoing temporary backfill for an employee who is on leave under Article 10 or Article 11 or in an assignment under Article 4.
 - (c) The expiry of the fixed term of employment of a temporary employee does not constitute a termination or deemed termination under this agreement or the Code.
 - (d) Upon the expiry of the fixed term of a temporary position, the employer may repost the position in accordance with this agreement.
- 19.5** A temporary employee who has completed 24 consecutive months of continuous employment with the Company will remain in their temporary position but will be deemed to be a permanent employee for the purposes of this agreement, including for the purpose of Article 15 in the event of the expiry of the fixed term of the employee's temporary position.
- 19.6** If an employee is rehired within 60 calendar days of the expiry of the fixed term of a temporary position, the gap in their employment will be deemed not to interrupt the continuity of their employment with the Company for the purposes of this agreement.
- 19.7** A person who is awarded a position under Article 4.3 will receive an appointment letter setting out the following information:

- (a) Confirmation that the position is a bargaining unit position, the Union is the exclusive bargaining agent for all employees in the bargaining unit, and this agreement applies to the position.
- (b) The position title.
- (c) Whether the position is a permanent position or a temporary position.
- (d) Whether the position is a full-time position or a part-time position.
- (e) The start date.
- (f) In the case of a temporary position, the end date, and confirmation that the expiry of the fixed term of the position does not constitute a layoff, termination, or deemed termination under this agreement or the Code.
- (g) The rate of pay.

19.8 A permanent employee who is awarded a temporary position under Article 4.3 will, at the conclusion of the temporary position, have the right to return to their permanent position, unless such position no longer exists, in which case Article 15 (Layoffs) will apply.

ARTICLE 20 – EQUIPMENT, EXPENSES AND ALLOWANCES

- 20.1** Employees will use their personally-owned equipment (e.g., cell phone, laptop) in the performance of their job duties, functions, and responsibilities.
- 20.2** In the event that an employee's personally-owned equipment is damaged, lost, or stolen at no fault of the employee and in the course of or as a direct result of the proper performance of the employee's job duties, functions, and responsibilities, the Employer will reimburse the employee for reasonable repair or replacement costs in accordance with Article 20.3.

Business expenses

- 20.3** An employee must obtain the Employer's prior approval before incurring business expenses. Approved business expenses incurred by an employee, and which are not addressed by reimbursements or allowances payable under this Article or elsewhere under the collective agreement, will be reimbursed by the Employer as follows:
- (a) The employee will submit to the Employer in a timely way an expense reimbursement claim in the form and manner prescribed by the Employer, including copies of all receipts related to expenses incurred.
 - (b) Upon receipt of the employee's expense reimbursement claim, the Employer will process the reimbursement within 30 days.
- 20.4** Day-to-day business-related transit. An employee who is required and authorized by the Employer to incur transit expenses in the performance of their job duties, functions, and responsibilities will be reimbursed by the Employer in accordance with Article 20.3, subject to the following:
- (a) Under this Article, "transit" includes public transit, taxis, ferries, car-sharing networks, and ride-hailing services, but does not include the use of an employee's personally-owned vehicle.
 - (b) Reimbursement under this Article is not payable in respect of:
 - (i) transit from an employee's home to their regular place of employment and vice versa; or
 - (ii) transit expenses addressed by reimbursements or allowances payable under this Article or elsewhere under the collective agreement.

Meal expenses

- 20.5** An employee who, in the performance of their job duties, functions, and responsibilities, is away from their regular place of employment unexpectedly during a regular meal time and as a result incurs meal expenses, will be reimbursed by the Employer in accordance with Article 20.3, subject to the following:
- (a) Reimbursement under this Article will not exceed the following amounts:
 - (i) Breakfast: \$12.00
 - (ii) Lunch: \$15.00
 - (iii) Dinner: \$18.00
 - (b) Reimbursement under this Article is not payable to an employee who, on a day-to-day basis, does not work in a fixed location.

Allowances

20.6 The Employer will pay the following allowances upon request by an eligible employee:

(a) Vehicle allowance:

- (i) Eligible: An employee who is required and authorized by the Employer to use their personally-owned vehicle in the performance of their job duties, functions, and responsibilities.
- (ii) Amount: \$0.59 per kilometre for the first 5000 kilometres in a calendar year; \$0.53 per kilometre thereafter.
- (iii) Exclusions: Not payable in respect of:
 - (A) travel from home to regular place of employment and vice versa; and
 - (B) travel to and from eligible professional development activities under Article 22.

(b) Home internet allowance:

- (i) Eligible: An employee who is regularly required to extensively use their home internet in the performance of their job duties, functions, and responsibilities.
- (ii) Amount: \$50.00 per month, payable at the end of the month.

(c) Cell phone allowance:

- (i) Eligible: An employee who is regularly required to extensively use their personally-owned cell phone in the performance of their job duties, functions, and responsibilities.
- (ii) Amount: \$50.00 per month, payable at the end of the month.

(d) Overnight travel allowance:

- (i) Eligible: An employee who is required and authorized by the Employer to undertake overnight travel in the performance of their job duties, functions, and responsibilities; during such travel.
- (ii) Amount: \$100 CAD per day, payable following travel to address the following business-related travel expenses: meals, day-to-day business-related transit, business-related incidental expenses.
- (iii) Where expenses exceed allowance: In general, an employee's average daily business-related travel expenses over the course of their full travel period should not exceed the \$100 per day overnight travel allowance payable under this Article 20.6. However, in extraordinary cases, where an employee's average daily business-related travel expenses over the course of their full travel period reasonably exceeds \$100 due to circumstances beyond the employee's control, the Employer will not pay the employee the \$100 per day overnight travel allowance payable under this Article 20.6. Instead, following the conclusion of the travel period, the employee's business-related travel expenses will be reimbursed by the Employer in accordance with the reimbursement process set out in Article 20.3.

(e) Laptop allowance:

- (i) Eligible: An employee who is regularly required to extensively use their personally-owned laptop in the performance of their job duties, functions, and responsibilities.
- (ii) Amount: \$25.00 per month, payable at the end of the month.

ARTICLE 21 – OCCUPATIONAL HEALTH AND SAFETY

- 21.1** The Employer will ensure that the health and safety at work of every person employed by the Employer is protected.
- 21.2** The parties are committed to:
- (a) promoting a healthy and safe work environment;
 - (b) preventing accidents, occurrences of harassment and violence and physical or psychological injuries and illnesses arising out of, linked with, or occurring in the course of employment with the Company; and
 - (c) the implementation of preventative measures consisting first of the elimination of hazards, then the reduction of hazards, and finally, the provision of personal protective equipment, clothing, devices or materials, all with the goal of ensuring the health and safety of employees.

ARTICLE 22 – TRAINING

- 22.1** The parties recognize the importance and mutual benefits of employee training and professional development.
- 22.2** Employees will have access to in-person or online group education and training.
- 22.3** The Employer will reimburse an employee for the cost of eligible professional development (“PD”) activities, up to a total cost of \$250 per calendar year, as follows:
- (a) Before undertaking the PD activities, the employee will make a written reimbursement request to the Employer, detailing:
 - (ii) the nature of the PD activities;
 - (iii) how the PD activities relate to the employee’s work at the Company, and the ways in which the PD activities may enhance the employee’s work performance and/or support their skill development or professional education; and
 - (iv) the cost of the PD activities, the time commitment involved, and other relevant information (e.g., dates, travel, service provider).
 - (b) The Employer will consider the reimbursement request in a timely way and will decide whether the PD activities are eligible for reimbursement (in full or in part) under the circumstances.
 - (c) The Employer will communicate its decision under subsection (b) in writing to the employee, with reasons in the event that the PD activities are not eligible for reimbursement.

PD activities on work day

- 22.4** Subject to Article 22.5, time spent undertaking eligible PD activities under Article 22.3 will not be time worked and will be unpaid. With Employer approval, an employee may utilize other entitlements under this agreement (e.g., vacation, general leave) to cover time spent undertaking eligible PD activities.
- 22.5** Each calendar year, the first eight hours (or a proportion of eight hours for an employee in a part-time position, calculated pro rata based the position’s FTE) spent undertaking eligible PD activities during work hours on a work day (based on the employee’s regular work schedule) will be paid at the employee’s regular pay rate.

More reimbursement and pay

- 22.6** The Employer may, in its sole discretion and on a without prejudice or precedent basis:
- (a) reimburse an employee for the cost of PD activities up to a total cost exceeding the amount required under Article 22.3; and
 - (b) pay an employee for an amount of time spent undertaking PD activities that exceeds the number of paid hours prescribed under Article 22.5.

ARTICLE 23 – MANAGEMENT AND DIRECTION

- 23.1** Except as expressly provided in this agreement, the authority to manage and direct the employees, the workplace, and the Employer’s business rests exclusively with the Employer.
- 23.2** The Employer’s authority under Article 23.1 includes, but is not limited to, the authority to:
- (a) manage employee job performance, including establishing performance standards and expectations;
 - (b) determine the key duties, functions, and responsibilities of bargaining unit positions and the qualifications required for such positions;
 - (c) develop and implement workplace rules, policies, and processes that are clear, reasonable, and consistent with this agreement;
 - (d) exercise editorial leadership and set editorial direction, edit editorial content, and ensure adherence to the Company’s editorial standards and practices.
- 23.3** The Employer will exercise its authority under this Article in a manner that is consistent with this agreement.

ARTICLE 24 – UNION REPRESENTATION

24.1 The Union will keep the Employer informed, in writing, of the names of the employees designated as Union representatives.

Time off for Union activities

24.2 Up to two employees may attend collective bargaining on behalf of the Union and will be granted general unpaid leave in accordance with Articles 11.8 and 11.9 for that purpose.

24.3 The Union will provide the Employer with at least two weeks' written notice in the event that it is necessary for an employee to attend a Union activity during the employee's regular work hours. Subject to the Employer's operational needs, the Employer will grant the employee general unpaid leave in accordance with Articles 11.8 and 11.9 for the purpose of attending the Union activity.

24.4 The Employer will grant general unpaid leave in accordance with Articles 11.8 and 11.9 to a permanent employee who is elected to a full time office of the Union for one year or more (the "leave period") as follows:

- (a) During the leave period, the employee will retain all rights, privileges, and accruals earned prior to the leave period; however, the employee will not earn additional rights, privileges, or accruals during the leave period.
- (b) If the employee has been on leave for 12 months and is elected for a further term:
 - (i) the Employer will be permitted to post the employee's position; and
 - (ii) the employee will retain their employment status for up to 12 additional months for the purpose of returning to work to a suitable vacant position, where a "suitable vacant position" is a position:
 - (A) that is in the same job category and at the same pay rate as the employee's former position;
 - (B) for which the employee possesses the required qualifications (i.e., education, training, experience, knowledge, skills, abilities, and competencies); and
 - (C) that the employee is willing and able to commence immediately with minimal training and development.
- (c) In the event that the employee wishes to return to work as contemplated under subsection (b)(ii), but no suitable vacancy exists, Article 15 (Layoffs) will apply.
- (d) If the employee has been on leave for 24 months, they may elect to return to work as contemplated under subsection (b)(ii) or resign from their employment with the Company. Such election must be made within 7 calendar days of the date of the second anniversary of their leave, otherwise the employee will be deemed to have resigned.

24.5 General unpaid leave granted under Articles 24.2, 24.3 and 24.4 will be paid by the Employer and the Employer will invoice the Union for pay and benefits costs. The Union will reimburse the Employer in full within 60 days of receipt of invoice. Any incidental expenses (e.g., travel) will be borne directly by the employee or the Union.

Union staff

24.6 A Union staff person:

- (a) will have access to the Employer's premises where reasonably necessary to carry out their duties, on the condition that such access will not interfere with the Company's operations; and
- (b) may attend grievance meetings under Article 14 and committee meetings under Article 24.10.

24.7 The Union will keep the Employer informed, in writing, of the name of the Union staff person designated for the purposes of Article 24.6.

24.8 The Union will provide the Employer with reasonable advance notice in writing in the event that the Union staff person will be accessing the Employer's premises under subsection 24.6(a), including informing the Employer of the Union staff person's reason for doing so and the anticipated duration of the visit.

24.9 The designated Union staff person and the employees designated as Union representatives may post notices about Union matters in places frequented by employees and designated by the Employer.

Joint Committee

24.10 The parties will establish a joint committee (the "committee") to discuss and address workplace issues and concerns as follows:

- (a) The primary purpose of the committee will be to foster effective communication and collaborative problem-solving between the parties.
- (b) The committee will be comprised of two employees and at least one representative of the Employer.
- (c) Committee meetings will take place every six months, or more frequently if mutually agreed.
- (d) Subject to the Employer's operational needs, wherever possible committee meetings will take place during the participating employees' regular work hours.
- (e) Employees will incur no loss of pay to attend committee meetings.
- (f) The committee will not replace or parallel the Dispute Resolution Process (Article 14) or the process of collective bargaining; however, it may serve as a legitimate, though not mandatory, venue for resolving differences that might otherwise be filed or processed as grievances.
- (g) The committee will not have the power to amend this agreement.

Information

24.11 On a quarterly basis and in a mutually agreed upon electronic format, the Employer will disclose to the Union an up to date list of:

- (a) current employees, with the following information (unless such information is not in the Employer's possession):
 - (i) name;
 - (ii) home address;
 - (iii) email address;

- (iv) phone number;
 - (v) seniority date;
 - (vi) employment status, meaning whether the employee is a permanent employee or a temporary employee;
 - (vii) for temporary employees, the expiry date of their fixed term of employment;
 - (viii) pay rate;
 - (ix) benefits status, meaning whether the employee is enrolled in the benefits plan under this agreement; and
- (b) employees who resigned or who were hired, dismissed, laid off, terminated (or deemed terminated), or on leave during the previous quarter.

24.12 Upon request by the Union, on an annual basis the Employer will disclose to the committee aggregated information relevant to the parties' commitment to promoting equal employment opportunities under Article 4.1(b), for the committee's review and discussion. The Employer will remove identifying particulars from the information disclosed, and the committee will hold the information in strict confidence.

Dues

- 24.13** The Union will keep the Employer informed, in writing, of the amount of the regular dues payable to the Union, which will be expressed and calculated as a percentage of hourly pay.
- 24.14** The Employer will deduct from the hourly pay of each employee the amount of the regular dues payable to the Union and remit that amount to the Union as follows:
- (a) For each employee, the Employer will deduct dues for each pay period, commencing with the first pay period during which the employee was employed under this agreement.
 - (b) The Employer will remit dues to the Union on or before the 15th day of the month following the month during which the Employer deducted such dues.

Seniority

- 24.15** Seniority is a measure of an employee's length of employment with the Company. For the purposes of this agreement:
- (a) the term "seniority" refers to an employee's total accumulated seniority hours since their seniority date;
 - (b) an employee's "seniority date" is their first day of work as an employee of the Company during their current term of continuous employment with the Company;
 - (c) an employee accumulates one "seniority hour" for every one hour of:
 - (i) paid work under this agreement, including paid time in attendance at grievance meetings under Article 14.3, but excluding overtime under Article 5;
 - (ii) approved vacation under Article 7;
 - (iii) holiday pay under Article 8;
 - (iv) approved paid leave under Article 10;

- (v) approved paid leave under Article 11.1;
 - (vi) approved unpaid leave under Articles 11.1, 11.2, 11.3, and 11.4, calculated pro rata based on the employee's regular work schedule;
 - (vii) approved leave under Articles 24.2 and 24.3, calculated pro rata based on the employee's regular work schedule;
 - (viii) paid administrative leave mandated by the Employer in its sole discretion;
and
 - (ix) unpaid administrative leave mandated by the Employer in its sole discretion, calculated pro rata based on the employee's regular work schedule; and
- (d) an employee's total accumulated seniority hours are lost when:
- (i) the Employer dismisses the employee for just cause, or the employee's employment with the Company is otherwise terminated or deemed to be terminated under this agreement; or
 - (ii) the employee abandons or resigns from their employment with the Company.

ARTICLE 25 – STRIKES AND LOCKOUTS

- 25.1** In accordance with Division VI of the Code, strikes and lockouts are prohibited during the term of this agreement.
- 25.2** Should another group of unionized workers employed by the Employer or its related companies in other countries, other than employees in the bargaining unit, go on strike or be locked out, employees in the bargaining unit will not be required to perform, take part in or assist in the performance of any work under the jurisdiction of the group of unionized workers which is on strike or locked out.

ARTICLE 26 – TERM AND NOTICE TO BARGAIN

- 26.1** This agreement will come into force on June 1, 2022.
- 26.2** This agreement will remain in effect until May 31, 2027.
- 26.3** Section 49(1) of the Code applies to this agreement in respect of notice to bargain to renew or revise this collective agreement or enter a new collective agreement.

ARTICLE 27 – CODE OF CONDUCT

27.1 The Employer may unilaterally implement workplace rules (e.g., an employee handbook or code of conduct, as amended from time to time) as an exercise of its management function or prerogative. Such workplace rules do not form part of this agreement unless the parties expressly or impliedly make them part of this agreement or incorporate them by reference. Workplace rules unilaterally imposed by the Employer must be consistent with this agreement and are subordinate to the provisions under Article 13 regarding just cause and progressive discipline.

Internal discussion

27.2 The Employer is responsible for:

- (a) promoting openness in internal discussions and communication;
- (b) ensuring that employees are aware of internal channels and processes (including a dedicated Slack channel or another internal platform for group communication) for expressing constructive feedback and good faith criticism of the Company;
- (c) protecting from reprisal employees who utilize internal channels and processes (including a dedicated Slack channel or another internal platform for group communication) for expressing constructive feedback and good faith criticism of the Company; and
- (d) holding an annual virtual all-employee meeting, during which there will be an opportunity for group discussion of employees' shared concerns.

27.3 Employees are responsible for:

- (a) utilizing appropriate internal channels and processes (including a dedicated Slack channel or another internal platform for group communication) for expressing constructive feedback and good faith criticism of the Company; and
- (b) engaging in internal discussions and communication (including discussions at all-employee meetings and on internal platforms for group communication) in a manner that is consistent with the terms of, and duties imposed under, this agreement.

Public debate

27.4 The parties value transparency and accountability and recognize the importance of robust public debate in a democratic society.

27.5 An employee is free to participate in sincere public discussions regarding Canadian journalism involving good faith criticism of Canadian news organizations, subject to the terms of, and duties imposed under, this agreement, including, but not limited to:

- (a) the duty of good faith and fidelity in the employment relationship with the Employer;
- (b) the obligation to hold the Employer's trade secrets and confidential information in strict confidence; and
- (c) the requirement to avoid conflicts of interest and other conduct that is damaging to the employment relationship.

ARTICLE 28 – EMPLOYEE PRIVACY

- 28.1** An employee’s right to privacy is based on fundamental notions of personal autonomy and individual integrity.
- 28.2** Employees have a reasonable expectation of privacy where they work, including in physical places of work, on electronic devices, and online.
- 28.3** An employee’s expectation of privacy where they work is balanced against:
 - (a) the reasonable exercise of the Employer’s authority under Article 23; and
 - (b) the parties’ mutual interest in workplace safety and security.
- 28.4** The Employer will only collect, use, and disclose an employee’s personal information as reasonably necessary for legitimate workplace purposes, considering the particular context and circumstances.
- 28.5** The Employer will not engage in surreptitious surveillance of employees unless:
 - (a) it is necessary to address a legitimate safety or security issue;
 - (b) it is likely to be effective in addressing the safety or security issue; and
 - (c) there is no reasonable alternative under the circumstances.

ARTICLE 29 – RETIREMENT SAVINGS AND DISABILITY INSURANCE

Retirement savings

29.1 Within 180 days following ratification of this collective agreement, the Employer will arrange for the establishment, for employees, of an optional group registered retirement savings plan with Common Good (the “Common Good Plan”) as follows:

- (a) Employee participation and fees:
 - (i) An employee who has worked for three months in their current term of continuous employment with the Company may opt to participate in the Common Good Plan.
 - (ii) An employee who opts to participate in the Common Good Plan will pay all employee fees (currently 0.6% of assets) under the plan.
- (b) Employer fees and fixed contributions:
 - (iii) The Employer will pay the employer fees under the Common Good Plan.
 - (iv) In respect of each employee who opts to participate in the Common Good Plan, the Employer will contribute to the employee’s account each year as follows:

	Fixed contribution	Matching contribution
2023	\$1000	Up to \$500
2024	\$1030	Up to \$515
2025	\$1061	Up to \$530
2026	\$1093	Up to \$546

29.2 Prior to or following the establishment of the Common Good Plan, the Employer may replace the Common Good Plan with a comparable or superior retirement savings plan upon providing 90 days’ notice to the Union.

Disability insurance

29.3 Within 180 days following ratification of this collective agreement, the Employer will arrange for the establishment, for employees, of an optional disability insurance plan by a reputable plan provider (the “Disability Insurance”).

- 29.4** The Employer will not:
- (a) pay any fees or premiums for the Disability Insurance;
 - (b) make any contributions to the Disability Insurance; or
 - (c) bear any cost, liability, expense, or responsibility for any matters arising in relation to the Disability Insurance, including but not limited to administration costs, plan rules, management fees, savings or investment matters, tax issues, and plan cancellation by the plan provider.

29.5 The Union will indemnify and save harmless the Employer from any and all claims from the plan provider related to the Disability Insurance, including cancellation levies.

APPENDIX A – INFORMATION AND PROCEDURES FOR REPORTING, INVESTIGATING, AND RESOLVING OCCURRENCES OF DISCRIMINATION AND HARASSMENT

The Employer will maintain an updated policy prohibiting discrimination and harassment and setting out procedures for reporting, investigating, and resolving occurrences of all forms of workplace discrimination and harassment set out in Article 3 of this agreement. Such procedures may necessarily vary depending on the nature of the alleged occurrence (e.g., gender-based misconduct, personal harassment, physical assault), but will include the following:

1. Reporting procedures

- (a) Reporting Contact. The Employer will designate:
 - (i) a reporting contact to receive reports of occurrences of discrimination and harassment (the "Reporting Contact"); and
 - (ii) an alternate reporting contact to receive reports of occurrences of discrimination and harassment that are about the Reporting Contact.
- (b) How to report. An employee may report occurrences of discrimination and harassment to the Reporting Contact verbally or in writing. For written reports, the employee will complete a reporting form (see sample below). In the case of a verbal report, the Reporting Contact will assist the employee to complete the reporting form.
- (c) When to report. Wherever possible, an employee should report an occurrence as soon as possible after experiencing or witnessing the conduct or events that form the subject matter of their report.
- (d) What to report. An employee should provide as much information as possible in their report, such as the names of witnesses and other people involved, where and when the conduct or events took place, and a detailed and specific description of the conduct or events that gave rise to their report. If possible, the employee should provide related documents and other materials, such as emails, texts, screenshots, or other physical evidence.

2. Investigation procedures

- (a) The Employer will usually conduct investigations internally; however, depending on the circumstances, the Employer may engage the services of a qualified external investigator.
- (b) Each investigation will be:
 - (i) conducted in a timely way and will be as thorough as necessary under the circumstances;
 - (ii) fair, impartial and confidential;
 - (iii) focused on finding facts, based on witness interviews and documentary evidence.

- (c) Each investigation may include interviews with the parties and other witnesses, as necessary and appropriate. If the relevant facts are not disputed, the Employer may proceed directly to drawing conclusions regarding the facts and determining the investigation outcome, including any necessary corrective action.
- (d) Before interviewing an employee who is a party or a witness in an investigation, the Employer will inform the employee that they are entitled to arrange for Union representation, as long as this does not result in an unreasonable delay in the investigation process.
- (e) Employees will be expected to cooperate with investigation procedures.
- (f) The Employer will inform the parties of the investigation outcome in writing (the "Investigation Report"). The Investigation Report will contain:
 - (i) a description of the investigation process; and
 - (ii) a summary of the relevant findings of fact and conclusions drawn regarding the facts.
- (g) Following each investigation, the Employer will:
 - (i) determine whether relevant workplace rules and processes require amendment to prevent future similar occurrences; and
 - (ii) take any necessary corrective action within a reasonable timeframe; depending on the circumstances, corrective action may include:
 - (A) discipline or dismissal of an employee in accordance with Article 13;
 - (B) reasonable measures to support a party or witness in the investigation; or
 - (C) arrangements to provide coaching, training or supervision.
- (h) The Employer will retain a written record of each investigation process and outcome.

3. Confidentiality

- (a) The Employer will make reasonable efforts to protect the confidentiality of employees who report occurrences of discrimination and harassment. In the interest of fairness to all persons involved, to allow for the greatest degree of effectiveness in conducting the investigation, and subject to the Employer's own statutory obligations to investigate and address suspected incidents, information may be disclosed at the Employer's discretion.
- (b) An employee who is a party or a witness in an investigation will maintain the confidentiality of the process, including not discussing the investigation with other employees.

4. Retaliation

- (a) Retaliation against persons involved in investigations of occurrences of discrimination and harassment is strictly prohibited. "Retaliation" means actions taken or threatened against a person involved in an investigation, which are motivated, at least in part, by a desire to make reprisal against the person for their involvement.
- (b) In investigating retaliation, the Employer may draw reasonable inferences as to the motivation of the alleged retaliator and may objectively assess the allegedly

retaliatory conduct from the perspective of a reasonable person in the circumstances of the individual targeted by the conduct.

5. Examples of behaviours that may constitute a form of harassment

- (a) Examples of harassing behaviours. Depending on the circumstances (including whether the behaviour is repeated or severe), the following behaviours may constitute a form of harassment:
 - (i) Making rude, degrading or offensive comments or gestures, including epithets, slurs, jokes, or remarks that perpetuate stereotypes.
 - (ii) Making threats or gestures that are hostile or intimidating.
 - (iii) Displaying or circulating written, graphic, audio, or audiovisual materials that are demeaning or show hostility or aversion toward a person or group.
 - (iv) Forms of humour (e.g., comments, innuendos, gestures, pranks) that are demeaning or hostile.
- (b) Examples of sexual harassment. Depending on the circumstances (including whether the behaviour is repeated or severe), the following behaviours may constitute sexual harassment:
 - (i) Physical acts of a sexual nature, such as: unwelcome touching, pinching, patting, kissing, hugging, grabbing, brushing against another person's body or poking another person's body; and/or rape, sexual battery, molestation, or attempts to commit these assaults.
 - (ii) Unwanted verbal or physical sexual advances, flirtations, or propositions, such as: requests for sexual favours accompanied by suggestions or threats concerning the targeted person's job performance evaluation, a promotion or other job benefits or detriments; and/or subtle or obvious pressure for unwelcome sexual activities.
 - (iii) Sexually oriented gestures, leering, noises, remarks, signs, or jokes, or comments about a person's body, sexuality, or sexual experience.
 - (iv) Sex stereotyping, such as demeaning or excluding a person because their conduct or personality traits may not conform to other peoples' ideas or perceptions about how people of a particular sex should act or look.
 - (v) Sexual or discriminatory displays or publications anywhere in the workplace that are not related to the Company's editorial content and products, such as pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually suggestive, demeaning, or pornographic.
 - (vi) Hostile actions taken against a person because of that person's sex, sexual orientation, gender identity, or gender expression.

APPENDIX B – SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN (ILLNESS OR INJURY)

1. The Employer will provide this Supplemental Unemployment Benefit (SUB) plan.
2. This SUB plan covers an employee who:
 - (a) is on sick leave for illness or injury under Article 10;
 - (b) has worked for 12 months in their current term of continuous employment with the Company; and
 - (c) has requested, in writing, that the Employer enrol them in the plan.
3. This SUB plan will supplement Employment Insurance (EI) benefits for periods of unemployment caused by illness or injury. The Employer will pay SUB payments to an employee under this plan only if the employee has provided documentary proof to the Employer, in the form and manner prescribed by the Employer, that the employee has applied for EI benefits for unemployment caused by illness or injury (“EI benefits”) and:
 - (a) is in receipt of EI benefits;
 - (b) is not in receipt of EI benefits and is serving the one-week EI waiting period; or
 - (c) is not in receipt of EI benefits and has exhausted the EI benefit entitlement.
4. In this SUB plan, “weekly pay” means a week’s pay at the employee’s regular pay rate, calculated based on the employee’s regular work schedule.
5. The SUB is payable at 20% of an employee’s weekly pay while the employee is serving the one-week EI waiting period, unless the employee used days in their sick leave bank to offset the one-week EI waiting period, in which case the SUB is not payable during the one-week EI waiting period.
6. The SUB plan provides a benefit amount of 20% of the employee’s weekly pay. The weekly SUB payment, plus the gross amount of EI benefits from this employment will not exceed 95% of the employee’s weekly pay.
7. The SUB plan provides SUB payments for 15 weeks, during which time the Employer will pay SUB payments on or within eight days following the last day of each pay period.
8. The start date of this SUB plan is 180 calendar days following ratification of this collective agreement.
9. Service Canada (SUB Program) will be informed in writing of any change to this SUB plan within 30 days of the effective date of the change. This includes changes to the administrators or contact persons for the plan.
10. This SUB plan is financed by the Employer’s general revenues.
11. A separate record of all the SUB payments will be kept by the Employer.
12. SUB payments will not reduce any guaranteed annual remuneration, deferred remuneration, or severance pay.
13. Should this SUB plan terminate, all remaining assets will revert to the Employer, be used for SUB payments, and/or be used for the administrative costs of the plan.
14. Employees do not have a right to SUB payments, except on the terms and conditions, and during the period of unemployment, specified in this SUB plan.

APPENDIX C – SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN (MATERNITY OR PARENTAL)

1. The Employer will provide this Supplemental Unemployment Benefit (SUB) plan.
2. This SUB plan covers an employee who:
 - (a) is on maternity leave or parental leave under Article 11;
 - (b) has worked for 12 months in their current term of continuous employment with the Company; and
 - (c) has requested, in writing, that the Employer enrol them in the plan.
3. This SUB plan will supplement Employment Insurance (EI) benefits for periods of unemployment due to maternity leave or parental leave. The Employer will pay SUB payments to an employee under this plan only if the employee has provided documentary proof to the Employer, in the form and manner prescribed by the Employer, that the employee has applied for EI benefits for unemployment due to maternity leave or parental leave (“EI benefits”) and:
 - (a) is in receipt of EI benefits;
 - (b) is not in receipt of EI benefits and is serving the one-week EI waiting period;
 - (c) is not in receipt of EI benefits and has exhausted the EI benefit entitlement.
4. In this SUB plan, “weekly pay” means a week’s pay at the employee’s regular pay rate, calculated based on the employee’s regular work schedule.
5. The SUB is payable at 20% of an employee’s weekly pay while the employee is serving the one-week EI waiting period, unless the employee used days in their sick leave bank to offset the one-week EI waiting period, in which case the SUB is not payable during the one-week EI waiting period.
6. The SUB plan provides a benefit amount of 20% of the employee’s weekly pay. The weekly SUB payment, plus the gross amount of EI benefits from this employment will not exceed 100% of the employee’s weekly pay.
7. The SUB plan provides SUB payments for 16 weeks, during which time the Employer will pay SUB payments on or within eight days following the last day of each pay period.
8. The start date of this SUB plan is 180 calendar days following ratification of this collective agreement.
9. This SUB plan is financed by the Employer’s general revenues.
10. A separate record of all the SUB payments will be kept by the Employer.
11. SUB payments will not reduce any guaranteed annual remuneration, deferred remuneration, or severance pay.
12. Should this SUB plan terminate, all remaining assets will revert to the Employer, be used for SUB payments, and/or be used for the administrative costs of the plan.
13. Employees do not have a right to SUB payments, except on the terms and conditions, and during the period of unemployment, specified in this SUB plan.
14. An employee who has worked for less than 36 months in their current term of continuous employment with the Company:

- (a) must return to work for at least six months after SUB payments under this plan are paid; or
- (b) if they do not return to work for at least six months after SUB payments under this plan are paid, must repay to the Employer all SUB payments. The Employer may deduct the repayment amount from the employee's final pay.

DATED at Toronto, Ontario, this 1st day of June, 2022.

FOR THE UNION

FOR THE EMPLOYER



Morgan Sharp



Linda Solomon Wood



Marc Fawcett- Atkinson

Karyn Pugliese

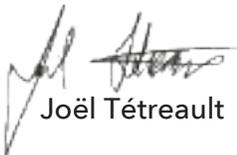
Karyn Pugliese

Katherine Lapointe

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Jenny Uechi

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