

# **COLLECTIVE AGREEMENT**

**between**

**Canadian Media Guild (CMG)**

**and**

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

**June 1, 2021 – May 31, 2026**

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

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

The Union and the Employer agree to exercise their respective rights set out in this Agreement in a fair and reasonable manner, consistent with the terms and conditions outlined in this Agreement.

1.02 JURISDICTION: It is understood that the bargaining unit work covered by this Agreement includes:

- a) The kind of work regularly performed, by Bargaining Unit employees covered by this Agreement;
- b) Any kind of work, involving similar functions and/or skills regularly performed by Bargaining Unit employees covered by this Agreement; and,
- c) Any other kind of work that the Employer may assign to Bargaining Unit employees covered by this Agreement, including but not limited to special projects and/or assignments.
- d) It is further understood that:
  - (i) Nothing in this Article shall be interpreted as limiting or otherwise precluding the Employer from engaging and/or employing the Employer's own union members and/or elected officials (ie. CMG members and/or CMG elected officials) in the performance of bargaining unit work, special assignments and/or projects provided all such members and/or officials are engaged and/or employed as temporary employees in accordance with Article 21 of this Agreement and any such engagement and/or employment does not result in the replacement and/or lay-off of any Bargaining Unit employee; and
  - (ii) Nothing in this Article shall be interpreted as limiting or otherwise precluding the Employer from accepting the assistance of the Employer's international parent union (currently the Communication Workers of America) and engaging representatives of the Employer's international parent to perform bargaining unit work, special assignments and/or projects provided any such

engagement does not result in the replacement and/or lay-off of any Bargaining Unit employee.

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

The Employer shall exercise its managerial rights consistent with the terms of this Agreement and in a manner that is not arbitrary, discriminatory and/or motivated by bad faith.

## **ARTICLE 2 - UNION MEMBERSHIP**

- 2.01 The Parties shall not interfere or attempt to interfere with each other's internal operations.

## **ARTICLE 3 - UNION MEMBERSHIP AND REPRESENTATION**

- 3.01 **Union Membership:** The Employer agrees all Employees in the bargaining unit, as a requirement of continuing employment, shall become and remain members in good standing of CUPE 1281 during the life of this Agreement. All future Employees shall, as a condition of continued employment, become and remain members of the Union upon commencement of employment.
- 3.02 **Union Dues:** The Employer shall deduct from each salary payment to each Employee covered by this Agreement amounts authorized from time to time by the Union such as Union dues and/or assessments. The amount of such dues and/or assessments shall be certified to the Employer in writing by the Union.

- 3.03 **New Employees:** The Employer agrees to inform all new Employees this Collective Agreement is in effect and to provide an electronic copy of the Agreement to each Employee upon commencement of employment. Within the first month of employment, the Employer shall permit each new employee to have two (2) hours of paid work time to meet with the Shop Steward and/or an authorized Union representative to provide an introduction and orientation to the Agreement and the Union.
- 3.05 A designated Union bulletin board shall be established in the workplace, to allow for the posting of notices relating to Union-related matters. A sign may be posted on the bulletin board stating that this is a Union workplace of CUPE.
- 3.06 **Right of Fair Representation:** The Union and its members shall be entitled to the assistance of representatives of CUPE upon request when dealing or negotiating with the Employer. Such CUPE representative(s) shall be permitted reasonable access to the Employer's premises in order to confer with any employee on matters arising out of this Agreement, provided the CUPE representative provides the Employer with advance notice of their attendance, complies with any health and safety protocols associated with in-person attendance at the Employer's premises and provided the CUPE representative's attendance does not unduly interfere with the performance of bargaining unit work.
- 3.07 **Shop Steward:** On an annual basis the Union shall appoint a Shop Steward, who has been selected by and from the members of the Bargaining Unit, to represent them in dealings with the Employer. The Shop Steward shall be assumed to be the Employer's point of contact for all purposes of this Agreement, except where otherwise provided.

The Union shall inform the Employer of the name of the Shop Steward by email. Where the Shop Steward is not available or is unable to act as representative, the Union shall inform the Employer by email of the name of the designated Union representative.

Where there is no Shop Steward or where the Shop Steward requires representation, or a member requests, a member of the CUPE 1281 Executive or designated Union representative will be appointed to act as the point of contact with the Employer. The Union will notify the Employer in writing when the Shop Steward or designated Union representative should change.

The Shop Steward shall be entitled to carry out their functions under this Agreement during regular working hours with the Employer's consent. Time spent performing such Union duties, including work performed on various Employer committees, shall be considered as time worked, and shall be paid by the Employer.

- 3.08 **Union Officers:** The Employer acknowledges employees serving as Officers of the Union may have regular duties to perform on behalf of the Union. Permission for a

temporary absence to attend to Union duties unrelated to the bargaining unit covered by this Agreement, including bargaining preparation and related functions for other Union sub-units, shall not be unreasonably withheld by the Employer and shall be without pay.

### 3.09 Union Bargaining Committee:

- a) The Union and the Employer shall advise each other of the names of their respective Bargaining Committee representatives in writing before the commencement of negotiations for the renewal and/or amendment of this Agreement.
- b) If a negotiation meeting occurs when members of the Union Bargaining Committee are not otherwise regularly scheduled to work for the Employer, the Employer agrees to pay each employee member their regular pay for the time spent meeting up to maximum of eight (8) hours' pay at their regular wage rate for each meeting.
- c) Employee members of the Union Bargaining Committee shall have the right to attend negotiating sessions without loss of pay or benefits.
- d) Bargaining meetings may take place in person, virtually, or in a blended format.

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

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

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

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

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

### 4.02 HIRING PROCESS: If the Employer finds it necessary to fill vacancies or requires additional bargaining unit employees, it shall notify the Shop Steward or designate in

writing or via email at the earliest practicable time. The hiring of bargaining unit positions will be done through hiring boards in accordance with the Employer's regular hiring policies, and the Union will have representation on any such hiring boards constituted by the Employer.

4.03 PROBATION: New employees shall be considered on probation for a period not to exceed six months. During the probationary period, Article 7.03 shall not apply. Between the third and fifth months of the employee's probationary period, the Employer will initiate with the employee a review of the employee's performance and suitability. At the time of hiring, each new employee shall be notified as to the exact dates between which the review period falls. Termination during the probationary period shall not be subject to the grievance procedure. However, the employer agrees not to use this clause in a discriminatory, arbitrary or capricious manner. Such termination shall only occur after the employee has been made aware of the standards of performance expected or problems of suitability and has been given a fair chance at meeting the standards of performance or dealing with problems of suitability.

#### 4.04 JOB POSTINGS

(a) When the Employer determines a vacancy within the Bargaining Unit exists and/or the Employer creates a new Bargaining Unit position which the Employer seeks to fill, the Employer will create a Job Posting setting out:

(i) the title/classification of the available position;

(ii) the duties, qualifications, pay range and tentative start date of the available position; and

(iii) the application requirements for those employees interested in filling the available position.

(b) The Employer will give notice of the Job Posting by e-mail to the Union and all Bargaining Unit employees actively employed and/or on lay-off.

(c) Employees shall have a minimum of three (3) weeks from the date notice of the Job Posting is issued to make an application expressing their interest in the Job Posting.

(d) The Employer will fill any vacancy and/or new position in accordance with the hiring processes contemplated in Article 4 of this Agreement.

#### 4.05 – TRIAL PERIOD

(a) A Bargaining Unit employee promoted and/or transferred into another Bargaining Unit position and/or a position outside of the Bargaining Unit that involves duties and/or skills that are significantly different than those required of the employee's existing Bargaining Unit position will be entitled to a trial period of six (6) months unless the Employer and the Union otherwise agree to extend or reduce the trial period at any point during the trial period or otherwise agree that no trial period is necessary.

All employees offered a promotion and/or transfer that is subject to a trial period will be advised of same in writing as part of any promotion and/or transfer offer.

(b) Conditional on the promoted and/or transferred employee's performance during the trial period, to be determined by the Employer in its sole discretion, the promotion and/or transfer shall become permanent following the conclusion of the trial period.

(c) In the event the Employer determines a promoted and/or transferred employee's performance is unsatisfactory prior to and/or at the conclusion of the trial period, the employee shall be returned to their former Bargaining Unit position without loss of seniority and at the salary level they previously held in their former bargaining unit position. However, an employee shall only be returned to their former position after they have been made aware of the standards of performance expected or problems of suitability and have been given a fair chance at meeting the standards of performance or dealing with problems of suitability.

(d) In the event the Employer determines that a promotion and/or transfer has given rise to a resulting Bargaining Unit position vacancy that the Employer intends to fill, that resulting vacancy will be filled by the Employer on a temporary basis until such time that the promotion and/or transfer giving rise to that resulting vacancy becomes permanent. In the event that resulting vacancy will be filled on a permanent basis, it will be the subject of a Job Posting in accordance with Article 4.04 of this Agreement.

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

5.01 The goal of the Joint Staff Development Program is to align employees' efforts and work with the goals of CMG and ensure everyone is working together to achieve these goals. It is intended as a tool for positive reinforcement and a vehicle for spotting any roadblock to achieving success.

5.02 The parties agree the process will not be used for disciplinary purposes.

5.03 The CMG/Union Joint Committee shall meet on a regular basis to discuss issues related to staff development and training.

- 5.04 The Employer recognizes the need for training, personal and professional development for its employees. The Employer shall be responsible for working with staff to identify specific training needs.
- 5.05 Each year the NEC will, in consultation with the CMG/Union Joint Committee , identify staff training needs and will establish a line item in its budget. The level of funding shall be sufficient to meet the annual training commitments identified by the CMG/Union Joint Committee, and reasonable efforts shall be made to ensure that the training budget is allocated as equitably as possible amongst staff.
- 5.06 Employees will submit requests for training and development to the Senior Staff Representative for review at least four (4) weeks in advance of the training or development opportunity. The Senior Staff Representative will evaluate and refer them to the CMG President and/or designate with a recommendation regarding approval. Permission for training will be subject to operational requirements but will not be unreasonably withheld.
- 5.07 Funding for such development and training will include such things as registration materials, accommodation, travel and per diem allowances.
- 5.08 Employees attending an Employer-approved course will be paid their regular salary. When training occurs on an employee's day off, the employee shall be given time off in lieu, on the basis of a day off for a day of training.
- 5.09 Employees who take courses on their own time which are directly related to their current position and/or professional development within CMG shall be assisted by the Employer. Such assistance may involve partial funding and/or leave with/without pay.

## **ARTICLE 6 - INFORMATION**

- 6.01 The Employer shall supply the Union, on request, with a list containing the following information for all employees on the payroll:
  - a) Name, address, and telephone number(s)
  - b) Date of hiring.
  - c) Classification.
  - d) Experience rating and experience anniversary.
  - e) Salary.
- 6.02 The Employer shall notify the Union quarterly, in writing, of:
  - a) All merit and above-scale increases granted by name of the employee, individual amount, resulting new salary, and effective date.
  - b) Changes in classification, any salary changes by reason thereof, and effective date.
  - c) Resignations, retirements, deaths and any other revisions in the data listed in Section 1, and effective dates.

- 6.03 As soon as possible after the hiring of a new employee, the Employer shall furnish the Union, in writing, with the data specified in Section 1 for each such new employee including the exact dates between which the probation period falls.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

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

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

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

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

- 7.03 The Union shall designate a grievance committee of its own choosing.
- 7.04 The Employer agrees to meet with the committee within ten (10) working days after request for such meeting. Efforts to resolve grievances shall be made on the Employer's time.
- 7.05 If any matter is not satisfactorily settled, the parties shall jointly select an arbitrator within fifteen (15) days and put the issue to final and binding arbitration. If the parties are unable to agree on an arbitrator, the parties shall request the Minister of Labour appoint an arbitrator. The costs of such arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.
- 7.06 The Union and the Employer recognize that their relationship is a collective bargaining relationship exclusively and the Union and the Employer agree that all disputes between the parties during the term of this contract shall be resolved exclusively by the procedures set forth in this Article.
- 7.07 Time limits provided in this Article may be extended by mutual agreement.

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

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

Following this meeting, the Employer may issue a non-disciplinary Letter of Expectation, outlining the issue(s) in question and the expectations to resolve or correct the issue(s).

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

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

- 8.03 There shall be no discipline, including suspensions and/or dismissals, except for just and sufficient cause. The burden of proof for just cause shall rest with the Employer in discipline cases.
- 8.04 The Employer reserves the right to remove employees from the workplace during the course of any investigation into alleged misconduct (pending a final decision) subject to the Employer satisfying the onus of proof that it has just and sufficient cause to do so.

Formal discipline will normally proceed through the following steps, with the objective of resolving the matter and/or correcting the behaviour as early as possible:

- Step I: Verbal warning
- Step II: Written warning or letter of reprimand
- Step III: Unpaid suspension
- Step IV: Dismissal

The Employer reserves the right to skip one or more steps outlined above, depending on the severity of the conduct in question and the relevant mitigating and aggravating factors, if any.

- 8.05 All discipline issued to an employee more than eighteen (18) months from the date of issuance shall be removed from the employee's file provided the employee remains discipline free in that eighteen (18) month period.

## **ARTICLE 9 – SENIORITY**

- 9.01 Seniority will include all periods worked for the Canadian Media Guild and the former Canadian Wire Service Guild.
- 9.02 Where there are non-continuous periods in the length of service, the seniority will be computed from the first date of service minus all periods where no work was provided. Seniority will therefore include all accumulated time worked for the CMG. Seniority will be pro-rated based on actual days worked, either in full-time or part-time service.
- 9.03 Employees shall continue to accrue seniority if they are absent from work because of sickness, long term disability, or accident. They will not accrue seniority if they are on an approved leave of absence without pay.
- 9.04 Employees shall lose their seniority in the event that they are discharged for just cause and are not reinstated, resign in writing and do not withdraw within three (3) calendar days from the date the resignation was submitted, or are laid off for a period longer than eighteen (18) months.

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

- 10.01 LAYOFF PROCEDURE: Terminations for economic reasons, to reduce the workforce, as distinguished from dismissals for just and sufficient cause, shall not be made unless and until the following procedures have been followed:
- a) The Employer shall provide twelve (12) weeks notice, in writing, to the Union of its intention to effect terminations to reduce the workforce, stating the necessity for such proposed action, the number and classification(s) of the jobs affected.
  - b) Eight (8) weeks before the date of the layoffs, the Employer shall provide a list of the employees affected to Union and notify the employees. During this eight (8) week period, the Employer shall consider voluntary resignations from any employees within the employee classification designated for layoff. Voluntary resignations will be considered from anyone, provided the Employer retains the ability to get the necessary work done.
  - c) The number of employees to be terminated shall be reduced to the extent that the necessary payroll savings has been achieved by voluntary resignations within the employee classification designated for layoff and/or any other payroll savings accomplished by whatever means, by mutual agreement.
  - d) Terminations shall be in the reverse order of seniority.
- 10.02 BUMPING RIGHTS: An employee who has been terminated in one classification may elect to bump an employee in a lower-paid classification by reason of greater

seniority, providing the employee can demonstrate to the Employer that they are capable of performing the duties of the job in question.

- 10.03 **RECALL RIGHTS:** Employees who have been terminated to reduce the workforce for economic reasons, including those who bumped into lower-paid classifications, shall be placed on a recall list for a minimum period of eighteen (18) months. If any vacancies occur within the bargaining unit within that period, the Employer shall offer the vacancies to the individuals on the recall list, in order of seniority, providing the individual has the qualifications for the job in question.
- 10.04 **NO BREAK IN SERVICE:** Time spent on a recall list shall not count as a break in continuity of service but will not be counted as service time for the purpose of calculating severance pay.

## **ARTICLE 11 - SEVERANCE PAY**

- 11.01 **CASH PAYMENT:** Upon termination of employment due to layoff, voluntary layoff, and resignation, an employee shall receive cash severance pay equal to one (1) week for every 4.5 months of service or major fraction thereof up to a maximum of thirty-nine (39) weeks, such pay to be computed at the highest weekly compensation received by the employee during their service with the Employer.
- 11.02 In cases of resignation, an employee shall receive cash severance pay based on the following calculation:
- Employees hired after September 22, 2003, will be required to work for a period of seven (7) years before being eligible for severance upon resignation.
- 11.03 **LENGTH OF SERVICE:** For the purpose of this article, the length of service will be determined in the same manner as seniority under Article 9 - Seniority.
- 11.04 **IN CASE OF DEATH:** If an employee dies, the Employer will pay the beneficiary, or the employee's estate if no beneficiary has been designated, an amount of severance pay equal to one week for every 4.5 months worked up to a maximum of thirty-nine (39) weeks pay, such pay to be computed at the highest weekly compensation received by the employee during their service with CMG.
- 11.05 Reserves shall be established to provide full funding of severance pay for all employees.
- 11.06 Employees who return to service with the CMG after a leave of absence without pay of more than eighteen (18) months shall be required to work a minimum of one year, unless involuntarily terminated, in order to qualify for payment of severance pay at a rate of pay higher than the rate that would have applied at the beginning of the employee's leave of absence. Any new severance earned after returning from the leave shall be paid for at the then current salary. It is understood, however, that the

period of the leave shall not be included in calculation of an employee's severance entitlements under this Agreement.

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

## **ARTICLE 12 - TRANSFERS**

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

## **ARTICLE 13 - WORK WEEK**

- 13.01 Employees can be self-assigned or daily scheduled. The Employer will determine the scheduling regime at the time of hiring and notify the employee and Union. Any subsequent changes to an employee's scheduling regime will be made in consultation with the employee and will be based on the nature of their assignment.
- 13.02 Under no circumstances shall any member of the bargaining unit work in excess of sixty (60) hours in any work week.
- 13.03 The Employer shall cause a record to be kept of all time worked and all compensating time off. Such record shall be signed off by a designate of the Employer and the employee and shall be made available to the Union on request. The Employer shall supply the employee, on request, with a statement of accrued compensatory time, with a copy to the Union.

## SELF-ASSIGNED EMPLOYEES

- 13.04 The pay week shall consist of five (5) working days within seven (7) consecutive days (Monday through Sunday), normally Monday to Friday. Self-assigned employees shall be deemed to work up to 44 hours per week.
- 13.05 In cases where a self-assigned employee must work more than five (5) days in any work week, they shall be entitled to one (1) day off in compensatory time ("comp day") for each day worked. Employees must justify any work on days off for which compensatory time is claimed.
- 13.06 Employees will endeavour to avoid travel on weekends so as to avoid incurring unnecessary comp days. When necessary for an employee to travel on a weekend, the employee must seek approval from the Employer.
- 13.07 Claims for compensatory time must be filed in the monthly report for the period in which the extra work was performed. Each employee shall submit a monthly report immediately following the end of each month or as soon as practical thereafter. If the claim for extra work is questioned, the Employer shall consult with the employee making the claim about the nature and necessity of the work involved.
- 13.08 Banked compensatory time must be taken within twelve (12) months of the work week in which the time was earned, at a time mutually agreed to by the employee and the Employer.
- 13.09 The Employer may also request an employee to take accumulated time within three (3) months of the work week in which the time was earned if:
- a) the employee agrees; and
  - b) the Employer makes appropriate arrangements to ensure that the employee's absence is covered, such as backfilling if needed.
- 13.10 When operational requirements do not permit an employee to take banked compensatory time within twelve (12) months as set out above, the employee and the Employer will meet to work out an arrangement under which the time may be taken or paid out.

## SCHEDULED EMPLOYEES

### 13.11 Provisions for scheduled employees:

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

Overtime is paid for hours worked in excess of seven (7) hours a day. Overtime will be paid at the rate of time and a half base hourly rate. Weekend work will be paid at

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

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

13.13 Any scheduled employee who is asked to perform work by the Employer while not otherwise scheduled to work will be paid a minimum four (4) hours, or the actual number of hours of worked, whichever is greater, at the applicable regular or overtime rate of pay.

## **ARTICLE 14 – REMOTE WORK**

### **14.01 REMOTE WORK**

(a) It is understood that the representation of the Employer's members may require the in-person attendance of Employees in order to ensure the Employer's members receive proper labour relations service and in order to meet the Employer's statutory obligation to fairly represent its members. It is further understood that an Employee's ability to perform certain job responsibilities remotely will also be dependent on the Employer's operational requirements including the Employer's relationship with a particular signatory employer and/or CMG member and also what effect the remote performance of an Employee's responsibilities may have on those requirements and relationships. The Employer and the Union acknowledge and agree that the aforementioned understandings shall serve as determining factors in the Employer's approval of an Employee's remote work request.

(b) All Employees who have completed their probationary period may, upon request, engage in remote work subject to the Employer's approval which shall not be unreasonably withheld. It is understood, however, that an Employee who is permitted to work remotely shall still be expected to engage in the performance of their job responsibilities in-person as may be required by the Employer and/or when circumstances reasonably dictate from time to time in order to fulfill their job responsibilities.

(c) In the event a dispute arises over whether an Employee shall perform certain job responsibilities in-person, the Employer and the Union shall meet with the Employee to discuss the matter with a view to coming to understandings. If no understandings are reached, the Employer's determination as to whether an Employee's particular job responsibilities must be performed in-person shall be determinative subject to the Union's right to grieve.

(d) An Employee who works remotely shall continue to be a bargaining unit member and all provisions of the Collective Agreement shall continue to apply to them. Employee status, salary, hours of work, benefits, and job responsibilities shall not

change due to any remote work arrangements unless the Employer, Union and Employee agree otherwise.

(e) An Employee's hours of work, while engaged in remote work, whether scheduled or self-assigned, shall continue to be scheduled in accordance with Article 13 of the Collective Agreement. The Employer shall make efforts to schedule internal Employee meetings in a way that does not unreasonably require the in-person attendance of Employees.

(f) The Employer shall provide Employees engaged in remote work with the technological equipment that would normally be provided to Employees working in-person at the Employer's offices. Any Employer equipment provided to an Employee engaged in remote work shall remain the exclusive property of the Employer and be serviced by the Employer as required from time to time. It is understood that the maintenance and/or replacement of the equipment and/or materials referred to above is the responsibility of the Employer unless the employee has been proven to be negligent.

## **ARTICLE 15 – HOLIDAYS**

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

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

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

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

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

15.04 Sick leave shall not be granted for days on which any of the holidays specified in Section 15.01 occur.

#### 15.05 ETHNO-CULTURAL, RELIGIOUS, SPIRITUAL OBSERVANCES

Where an employee wishes to attend, as part of a responsibility, obligation, and/or established ethno-cultural or religious practice, any spiritual/ceremonial event, the Employee shall be entitled to do so by providing the Employer no less than ten (10) working days' notice. The Employee shall be entitled to pay for any such attendance in an amount equal to the holiday pay entitlements contemplated in Article 15.01 (a) and (b) in each calendar year provided the employee has not already utilized and/or exhausted their holiday pay entitlements contemplated in Article 15.01(a) and (b).

### ARTICLE 16 - VACATIONS

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

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

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

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

No employee shall take a vacation day without prior approval.

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

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

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

## **ARTICLE 17 - SICK LEAVE**

- 17.01 Employees who have passed the probation period will be entitled to sick leave with full pay up to a maximum of seventeen (17) weeks for any illness or injury or disability provided the employee is not otherwise receiving short term or long-term disability benefits from an insurance company or employer with whom the Employer (in its capacity as a union) has a collective agreement.
- 17.02 Employees who have not yet passed their probation period will be eligible for sick leave at the rate of one-and-one-quarter (1.25) days per completed month of service.
- 17.03 In the event that an employee is absent for more than three (3) consecutive working days for the reasons of illness or injury or disability, the Employer may request a medical note from a licensed physician and/or nurse practitioner of the employee's choosing to substantiate the absence. The Employer shall make a reasonable effort to let the employee know as soon as possible if medical note is required. In the event a medical note is requested, the employee shall provide the Employer with that medical note as soon as possible, but in any event by no later than five (5) business days from the date of the request unless the employee provides proof satisfactory to the Employer that this timeline cannot be complied with.

The Employer will reimburse the employee for the cost of any medical note upon the employee providing the Employer with an invoice/receipt.

- 17.04 During any consecutive twelve (12) month period, if an employee has taken nine (9) days or more of sick leave, the employee must, if requested, produce a medical note from a licensed physician and/or nurse practitioner to substantiate each subsequent absence for illness or injury or disability, regardless of duration or underlying cause of the absence. The Employer shall make a reasonable effort to let the employee know in advance if a medical note is required. In the event a medical note is requested, the employee shall provide the Employer with that medical note as soon as possible, but in any event by no later than five (5) business days from the date of the request unless the employee provides proof satisfactory to the Employer that this timeline cannot be complied with.
- 17.05 In the event that an employee is absent from work for reasons of illness or injury or disability for more than five (5) consecutive working days, the Employer may require a medical note to substantiate the absence from time to time. Such documentation must confirm that the employee is under medical care and supervision and is unable to work, and will indicate, where possible, a projected return-to-work date as well as

any required restrictions and/or accommodations of a temporary or permanent nature.

- 17.06 For a sick leave absence of one (1) month or more, the Employer will hold a reintegration meeting with the employee prior to the employee's return. The purpose of this meeting is to ensure a successful return to the workplace. This may include, without limitation, discussion of whether any transitional period is necessary, as well as any restrictions, limitations or accommodations of a temporary or permanent nature.
- 17.07 When the Employer has a reasonable basis to question the medical evidence supplied by an employee, the Employer may require an employee to undergo a medical examination by a licensed physician and/or nurse practitioner of its choice and at its expense. Such examination will not be requested in a capricious manner.
- 17.08 Where the opinion of the employee's licensed physician and/or nurse practitioner and the Employer's licensed physician and/or nurse practitioner differ as to the nature or extent of an employee's illness or disability, or whether the employee is able to work or return to work, the Employer may request the employee undergo an additional medical examination by an independent licensed physician to be chosen by mutual agreement of the employee's and Employer's respective licensed physician and/or nurse practitioner. It is understood the independent licensed physician will examine all relevant medical information, make such additional inquiries or examinations as they deem necessary, and issue a ruling which will be final and binding on all parties involved. All costs incurred shall be borne by the Employer.
- 17.09 All medical information regarding employees is confidential in nature, and shall not be disclosed to any party without the employee's written, informed and voluntary consent, except where required by this Article or otherwise required by law.
- 17.10 If an employee returns to work from a sick leave of five (5) working days or more and goes on sick leave for a related illness or injury or disability within thirty (30) calendar days of their return to work, the subsequent additional leave will be considered a continuation of the previous illness or injury or disability and the employee's sick leave with pay entitlement period shall consist only of the unused portion of the existing seventeen (17) week entitlement, contemplated in Article 16.01 of this agreement
- 17.11 No deduction for sick leave shall be made from overtime or vacation credited or to be credited to the employee.
- 17.12 In the event that an employee's annual leave is interrupted by serious illness or injury or disability lasting five (5) consecutive calendar days or longer, the employee may present a medical note satisfactory to the Employer, and those days will be considered sick leave and the employee's annual leave will be credited by a corresponding number of days. It is understood that the Employer may request the

employee provide a medical note from a licensed physician and/or nurse practitioner to substantiate any such request.

## **ARTICLE 18 - LEAVES OF ABSENCE**

### **LEAVE OF ABSENCE**

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

### **SPECIAL LEAVE**

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

Situations as outlined above which may require additional leave of a longer duration shall be discussed by the employee with the Employer. The circumstances will be looked on a case by case basis. As far as practicable and subject to operational

requirements, a serious attempt will be made to accommodate such a request. If such a request cannot be met, the supervisor and the employee will canvass other alternatives i.e. vacation leave or leave of absence without pay. Once special leave has been granted the denial of additional leave will not be subject to the grievance procedure.

## **BEREAVEMENT**

18.08 When a member of an employee's immediate family dies, the employee is entitled to bereavement leave of up to five (5) days following the day of the death.

If any of the five (5) days coincides with a normal working day, they are entitled to a normal day's pay for such days. The intent is to provide employees with five (5) days off without loss of income, if any or all such days fall on a normal work day of the employee.

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

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

## **JURY DUTY**

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

## **COMMUNITY ENGAGEMENT LEAVE**

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

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

### 18.13 INDIGENOUS CEREMONIAL DAYS

Where an employee who identifies as Indigenous wishes to attend, as part of a responsibility, obligation, and/or established ethno-cultural or religious practice, an Indigenous spiritual/ceremonial event, the Employer will grant up to three (3) days of paid leave per calendar year. Such leave will not be unreasonably withheld.

Employees must provide the Employer with the dates of any leave requested under this Article and also provide the Employer with no less than ten (10) working days' notice prior to the commencement of the requested Indigenous leave.

18.14 Where an employee who does not identify as Indigenous wishes to attend an Indigenous spiritual/ceremonial event for bona fide personal and/or professional development and/or training reasons, the employee must submit their request to the Employer in accordance with Article 5.06 of this Agreement and that request will be processed in accordance with Article 5.06 of this Agreement.

### 18.15 UNION LEAVE

The Employer shall grant unpaid leave to one (1) employee in the Bargaining Unit selected by the Union to represent the Union at any Union-related function for up to a maximum of one (1) week at any one time. It is understood that any unpaid leave requests that contemplate an unpaid leave that exceeds one (1) week at a time or involves multiple Bargaining Unit employees will be considered by the Employer in good faith.

## ARTICLE 19 - PARENTAL LEAVE

19.01 **TIME OFF FROM WORK:** Upon the birth or legal adoption of a child, CMG employees are eligible for leave of up to seventy-eight (78) weeks for the birthing parent, and up to sixty-one (61) weeks for the non-birthing parent, under the provisions of the Canada Labour Code.

19.02 **MATERNITY LEAVE BENEFITS:** An employee eligible for maternity leave benefits under the Employment Insurance Act will receive top-up payments from the Employer in addition to their EI benefits for a period of seventeen (17) weeks.

During the EI one (1)-week waiting period the Employer shall pay ninety per cent (90%) of the employee's normal basic salary. During the following sixteen (16) weeks in the case of maternity leave, the Employer shall supplement the weekly EI payments up to ninety per cent (90%) of the employee's basic salary.

If the employee receives earnings from other sources which reduces their Employment Insurance benefits below the normal weekly level, the Employer will not increase its top-up payment to cover the decreased amount of Employment Insurance benefits. If the employee receives earnings from other sources which, when added to

Employment Insurance benefits and the top-up payments, would exceed ninety-five percent (95%) of salary, the top-up payments will be reduced accordingly.

- 19.03 Birthing parents not eligible for maternity leave benefits under the Employment Insurance Act will receive no less than two (2) weeks at full pay.
- 19.04 PARENTAL LEAVE BENEFITS: An employee eligible for parental leave benefits under the Employment Insurance Act, will receive top-up payments from the Employer in addition to their EI benefits for a period of twenty-six (26) weeks. If an employee must serve a one (1) week waiting period for EI, the Employer shall pay ninety percent (90%) of the employee's normal basic salary. During the following twenty-five (25) weeks in the case of adoption or parental leave, the Employer shall supplement the weekly EI payments up to ninety percent (90%) of the employee's basic salary. If no EI waiting period applies, the Employer shall supplement the weekly EI payments up to ninety per cent (90%) of the employee's basic salary for twenty-six (26) weeks.

For employees who choose to take an extended parental leave, the Employer shall provide a pro-rated amount equal to the value of the twenty-six (26) week, ninety per cent (90%) top-up, over a period of time and pro-rated percentage to be determined by the Employee.

A parent who is not claiming leave under the Employment Insurance Act will be granted ten (10) days Parental Leave with pay, for the birth or adoption of a child.

- 19.05 ADOPTION LEAVE BENEFITS: An adoptive parent eligible for benefits under the Employment Insurance Act will receive the same top-up benefit outlined in 19.02. In the event that the co-parent is also a member of the bargaining unit, they shall be eligible for the benefits outlined in 19.04.
- 19.06 MAXIMUM PARENTAL LEAVE: In cases where both parents are employed by the Employer, the combined parental leave will not exceed thirty-five (35) weeks for standard leave or sixty-one (61) weeks for extended leave and may be divided between them.
- 19.07 OTHER BENEFITS: For the period of Maternity, Parental, and Adoption Leave, the Employer will continue payment of in lieu benefits.
- 19.08 SENIORITY: Continuity of service for purposes of seniority shall be considered unbroken upon return to work immediately following leave authorized under this Article.
- 19.09 ANNUAL LEAVE: Annual leave credits will accumulate for the first four (4) months of Maternity/Parental/ Adoption Leave, provided that, at the end of the authorized leave of absence, the employee returns to active work for eight (8) working days within a

four week period. Annual leave credits may not be used for this eight (8) day qualifying period.

- 19.10 SEVERANCE PAY: The first four (4) months of Maternity/Parental/Adoption Leave will count as service for severance pay purposes.
- 19.11 LEAVE REQUESTS: Requests for Maternity/Parental/Adoption Leave are to be submitted in writing at least four (4) weeks before the starting date. The leave of absence may commence at any time up to the anticipated date of birth. An employee may request to change the duration of their Parental Leave (subject to the maximum) upon four (4) weeks written notice to the Employer.
- 19.12 RETURNING TO WORK: The employee must give a minimum of two (2) weeks, but preferably four (4) weeks written notice prior to returning to work. Employees taking leave will be returned to their former positions, except that, if a valid reason exists for not being returned to the former position, the employee will be assigned to another comparable position in the same location, with the same wages and benefits, and appropriate to their skills and abilities. If an employee fails to return to work at the conclusion of the leave of absence, they will be considered separated from staff on the last date of their authorized absence.

## **ARTICLE 20 – PART-TIME EMPLOYEES**

- 20.01 A part-time employee is one who is hired to work regularly less than eighty (80) percent of the work week provided in this contract.
- 20.02 Permanent part-time employees are covered by all provisions of this Agreement except as otherwise expressly provided in this Article.
- 20.03 Part-time employees shall be paid on an hourly or daily basis, pro-rated to the weekly minimum salary provided for their classification.
- 20.04 As a general rule, no part-time employee will be engaged for periods of less than four (4) hours per day on an ongoing basis.
- 20.05 An employee who is working a reduced work week pursuant to Article 22 (Alternative Work Arrangements) may convert to permanent part-time status if ongoing part-time work is available and the Employer agrees.

## **ARTICLE 21 - TEMPORARY EMPLOYEES**

- 21.01 A temporary employee is one employed for a special project or for a specified time on a non-permanent basis. The Union shall be consulted in advance of hiring about the nature of such project and its duration.
- 21.02 The Employer is committed to maintaining a permanent workforce. Temporary employees shall not be hired for the purpose of eliminating full-time employees.

- 21.03 Temporary engagements will normally last no more than twelve (12) months. If the work is ongoing beyond twelve (12) months, the incumbent employee will be converted to permanent status unless the Employer and Union agree to an extension of the temporary assignment.
- 21.04 Temporary employees who have worked six (6) calendar months shall be given first consideration in filling vacancies for permanent positions, subject to applications existing permanent employees. Temporary employees who become permanent employees will have Seniority and Service calculated in accordance with Article 9.
- 21.04 Temporary employees are exempt from the following: Art. 5, 8, 10, 11, 12, 16, 26. In addition, temporary employees hired for a period of less than two (2) months are exempt from Article 4 (Hiring and Probation) and Article 16 (Vacations). They will be eligible for sick leave at the rate of one and one-quarter (1.25) days per completed month of service. The only sections of Article 18 that apply to temporary employees are 18.07 Special Leave, 18.08, 18.09 and 18.10 Bereavement Leave and 18.11 Jury Duty.
- 21.05 Temporary employees will receive an additional payment of twenty per cent (20%) in lieu of benefits. After twelve (12) weeks of employment, they will have access to all CMG benefits plans, subject to the eligibility criteria of the plans.

## **ARTICLE 22 - ALTERNATIVE WORK ARRANGEMENTS**

- 22.01 The parties recognize and agree that the intent of alternative work arrangements (AWA) is to improve work-life balance for employees. Such arrangements may also be of benefit to the Employer.
- 22.02 By way of example but without limitation, alternative work arrangements may include job sharing, a compressed or reduced work week, or work at home.
- 22.03 The Union must be notified in writing of all alternative work arrangements, as well as any cancellation of such agreements. Members of the bargaining unit are entitled to union representation when requesting or negotiating an alternative work arrangement.
- 22.04 Requests for alternative work arrangements may be initiated, in writing, by either the employee or the Employer. The Employer will study all requests and make best efforts to accommodate the employee's request, subject to legitimate operational requirements. An employee's request will not be unreasonably denied.
- 22.05 All details of an agreed-upon alternative work arrangement will be committed to in writing and signed by the employee and the Employer prior to commencement of the alternative work arrangement.

- 22.06 The minimum duration of an AWA agreement is six (6) months; longer agreements will be reviewed on at least an annual basis. Either the Employer or the employee may cancel an agreement at any time with a minimum of sixty (60) days notice.
- 22.07 Where a vacancy is created as a result of the implementation of an AWA agreement, such vacancy will be filled as per the provisions of Article 4 - Hiring and Probation. In the event that the Employer determines that such a vacancy will be of a temporary nature, the employee working under the AWA agreement must, within two (2) years of the beginning of the AWA agreement, elect to end the AWA and return to regular employment, or make the alternative work arrangement permanent.
- 22.08 Employees on an AWA are covered by all provisions of this Collective Agreement. Salary will be pro-rated based on hours worked; benefits will be pro-rated where applicable, subject to any restrictions contained in the employee's benefit plan.
- 22.09 Seniority will also accrue based on hours worked. Where the employee is not self-assigning, overtime will be applicable after seven (7) hours in any given day, subject to the provisions of any individual AWA agreement.

## **ARTICLE 23 – WORKLOAD**

- 23.01 The Parties understand the importance of maintaining the same healthy work-life balance for CMG employees that the CMG strives to achieve for its members. As such, there shall be no imposition of unreasonable workload upon any employee.

### **23.02 REGULAR ASSIGNMENT REVIEWS**

The Employer and Union shall meet at least once every six (6) months in order to conduct a review of Staff Representative assignments, and ensure that assignments and workload are equitably distributed.

Should it be determined that there is an inequity or imbalance, then the Employer and Union shall meet with the Staff Representative(s) in question to discuss an equitable redistribution.

### **23.03 WORKLOAD MEETING**

If an Employee feels that their ongoing workload is excessive, they shall request a review. The Employee, Union Representative, and Employer shall meet to discuss the workload, with a view to developing a satisfactory resolution. Such resolution may include:

- Alternative organization of staff and facilities;
- Changes to the assignment;
- Extra compensation;

- Hiring/filling vacancies;
- Other such acceptable alternatives.

If, after the meeting, the employee is not satisfied, the issue will be forwarded to the Joint Committee for further review.

**ARTICLE 24 – SALARIES**

**Wage Increases**

Effective and retroactive to June 1, 2021, a 1.5% across the board wage increase shall be provided to all Employees.

Effective and retroactive to June 1, 2022, a 2% across the board wage increase shall be provided to all Employees.

Effective June 1, 2023, a 2% across the board wage increase shall be provided to all Employees.

Effective June 1, 2024, a 2.5% across the board wage increase shall be provided to all Employees.

Effective June 1, 2025, a 2.5% across the board wage increase shall be provided to all Employees.

In the event the CMG's CBC bargaining unit settles on negotiated wage increases in 2024 or 2025 that are in excess of the 2.5% wage increases contemplated Year 4 and Year 5, the CMG will match the negotiated wage increases payable to the CMG CBC bargaining unit.

**Senior Staff Representative**

01-Jun-21	\$127,390.61
01-Jun-22	\$129,938.42
01-Jun-23	\$132,537.19
01-Jun-24	\$135,850.62
01-Jun-25	\$139,246.89

**Staff Representative and Communications Coordinator**

	Start	Year 1	Year 2	Year 3
01-Jun-21	\$96,250.68	\$101,035.68	\$104,743.38	\$108,989.69
01-Jun-22	\$98,175.70	\$103,056.39	\$106,838.25	\$111,169.48
01-Jun-23	\$100,139.21	\$105,117.52	\$108,975.01	\$113,392.87
01-Jun-24	\$102,642.69	\$107,745.46	\$111,699.39	\$116,227.69
01-Jun-25	\$105,208.76	\$110,439.09	\$114,491.87	\$119,133.38

**Associate Staff Representative**

01-Jun-21	\$69,774.61	\$72,913.46	\$76,194.57	\$79,623.32
01-Jun-22	\$71,170.10	\$74,371.73	\$77,718.46	\$81,215.79
01-Jun-23	\$72,593.51	\$75,859.16	\$79,272.83	\$82,840.10
01-Jun-24	\$74,408.34	\$77,755.64	\$81,254.65	\$84,911.10
01-Jun-25	\$76,268.55	\$79,699.53	\$83,286.02	\$87,033.88

**Administrative Coordinator**

	Start	Year 1	Year 2	Year 3
01-Jun-21	\$54,145.00	\$58,452.64	\$62,504.06	\$67,503.40
01-Jun-22	\$55,227.90	\$59,621.69	\$63,754.14	\$68,853.47
01-Jun-23	\$56,332.46	\$60,814.13	\$65,029.22	\$70,230.53
01-Jun-24	\$57,740.77	\$62,334.48	\$66,654.95	\$71,986.30
01-Jun-25	\$59,184.29	\$63,892.84	\$68,321.32	\$73,785.96

**IT Specialist**

	Start	Year 1	Year 2
01-Jun-21	\$86,275.00	\$89,294.63	\$92,602.76
01-Jun-22	\$88,000.50	\$91,080.52	\$94,454.82
01-Jun-23	\$89,760.51	\$92,902.13	\$96,343.92
01-Jun-24	\$92,004.52	\$95,224.68	\$98,752.51
01-Jun-25	\$94,304.64	\$97,605.30	\$101,221.33

24.02 Bilingual Premium – In the event the Employer assigns an Employee to work in French as a condition of employment, that Employee shall be entitled to receive a bilingual premium equal to seven percent (7%) of their gross salary.

24.03 The Employer reserves the right, in its sole discretion, to determine what oral and/or written proficiency qualifications any such Employee must possess.

24.04 An employee's progression through the salary grid set out in Article 24.01 to the next salary level shall occur on the first pay period following the anniversary of the employee's date of hire.

## **ARTICLE 25 - GENERAL WAGE PROVISIONS**

25.01 **EXPERIENCE DEFINITION:** In the application of Article 24, experience shall include all employment in comparable work. Employees shall be classified as to job title at the time of employment, transfer or promotion, and the Union notified. If the employee is credited with experience above the starting wage rate contemplated in Article 24, the Employer will advise the Union of same and provide an explanation for the rate of pay.

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

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

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

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

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

## **ARTICLE 26 - EXPENSES, EQUIPMENT, INCIDENTALS**

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

26.02 The employer shall reimburse for all legitimate expenses incurred by the employees in the service of the Employer in accordance with travel guidelines and other policies established by the CMG National Executive Committee. Staff requiring Internet

access for work purposes at home will be reimbursed up to fifty dollars (\$50) per month upon submission of receipt.

## **ARTICLE 27 - PENSION AND BENEFITS**

- 27.01 Employees of the Canadian Media Guild shall receive, annually, twenty per cent (20%) of base salary in lieu of pension and benefits. They may use that amount to buy coverage through the Union-CMG benefits plan or to continue in a pension and benefits plan of a former employer where a CMG collective agreement exists and such participation is permitted.
- 27.02 The Canadian Media Guild shall not be liable for any pension or other benefit payments owed by any staff member to any third party, other than the amounts agreed to in this Collective Agreement. Further, the Employer shall have the ability to recover from any staff member any amounts deducted from dues remittances by any former employer for any pension or benefits provided to that individual. The Employer will endeavour to verify that all relevant deductions are appropriate.
- 27.03 The Union and the Employer will establish a joint committee to explore options regarding pension and benefits plans. It is understood that the Employer will not be responsible for any contributions beyond those already made under Article 27.01.

## **ARTICLE 28 - HARASSMENT AND DISCRIMINATION**

- 28.01 The Employer is committed to providing a work environment in which all individuals are treated with respect and dignity. To that end the parties recognize the right of employees to work in an environment free of harassment.
- 28.02 Harassment will have the same meaning as defined in the Ontario Human Rights Code and the Ontario Occupational Health and Safety Act.
- 28.03 For clarification, it is recognized that harassment includes engaging in a course of vexatious comment or conduct that is known or ought to be known to be unwelcome. For clarification, sexual harassment means any conduct, comment, gesture or contact of a sexual nature:
- a) that is likely to cause offence or humiliation to any individual.
  - b) that might, on reasonable grounds, be perceived by that individual as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

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

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

- 28.04 When a complaint is filed alleging harassment, the Employer will immediately investigate to resolve the issue and to protect the rights and well-being of all the parties involved. The complaint will be dealt with in accordance with the Employer's policy on Harassment. It is agreed that the procedures set out in the policy will not be changed during the life of this Collective Agreement. Further, the Employer will take corrective or disciplinary measures as required. Such disciplinary action, when taken against an employee in this bargaining unit, shall be covered by the provisions of this Collective Agreement. Such action must be taken in a timely manner.
- 28.05 An employee alleging harassment in the workplace, as described above, has the right, after informing the Employer, to be assigned duties that do not require regular work interaction with the person(s) alleged to have engaged in the harassment, if such work is available, until an investigation has been undertaken.
- 28.06 The normal exercise of management rights, in particular the right to assign tasks and the right to reprimand or impose discipline under the terms of this Agreement, are not defined as harassment.
- 28.07 Nothing in this Article shall replace an individual's right to file a complaint in accordance with existing Human Rights Codes.
- 28.08 No employee risks reprisals as a result of filing a complaint in good faith, or being a party to the investigation of a complaint.

## **ARTICLE 29 – DISCRIMINATION**

- 29.01 The parties will not discriminate against employees with respect to sex, colour, age, disability, religion, creed, nationality, ancestry or place of origin, citizenship, race, ethnic, or national origin, family status, sexual orientation, gender identity, gender expression, political affiliation or belief, membership or activity in the Union, disability, record of offences (unless the employee's record of offences is a reasonable and bona fide qualification because of the nature of employment), or conviction for an offence for which a pardon has been granted.
- 29.02 Employees shall enjoy equal rights under this Collective Agreement in accordance with law and CMG policies as they relate to an area of a prohibited ground of discrimination.

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

### **ARTICLE 30 - HEALTH AND SAFETY**

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

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

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

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

#### **30.05 Workers' Compensation**

The Employer shall provide Employees with workers' compensation coverage contemplated in the Ontario Workplace Safety and Insurance Act and/or applicable provincial equivalent based on where Employees regularly work. Should an employee who is in receipt of sick leave benefits contemplated in Article 16 of this Agreement also receive workers' compensation board loss of earnings benefits covering the same period of time, the employee shall reimburse the Employer in an amount equal to any loss of earnings benefits received from the workers' compensation board.

- Worker's compensation coverage will commence on July 1, 2022 or January 1, 2023 depending on the date the renewal agreement is ratified

## **ARTICLE 31 - MISCELLANEOUS**

- 31.01 **PICKET LINES:** Employees shall not be required to cross picket lines, except in the event of a picket line of CMG employees which does not have the approval of the Union, or except in the case of picket lines where it is immediately necessary to cross them in order to serve the interests of CMG members.
- 31.02 **NO LOCKOUT OR STRIKES:** The Union will not cause or permit its members to cause, nor will any member of the Union take part in, any strike, either sit-down or stay-in, or any other kind of strike or any other kind of interference or any other stoppage, total or partial, of any of the Employer's operations. The Canadian Media Guild will not cause, engage in or permit a lockout at any of its offices in Canada.
- 31.03 **OUTSIDE ACTIVITIES:** The Employer supports and encourages employees who may wish to take part in outside events or activities that concern labour relations and the union movement.

It is understood that:

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

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

It is understood that no employee shall engage in activities that demonstrably conflict with being an employee of the Employer.

- 31.04 **JURY DUTY:** Employees called to serve on juries shall receive their regular weekly salary during periods of such jury service.
- 31.05 **VOTING TIME:** An employee required to work on an election day during the hours of polls shall receive four hours off with pay to enable the employee to vote.
- 31.06 **CIVIL LIABILITY:** If an action or proceeding is brought against any employee covered by this agreement for an alleged tort committed in the performance of duties, the Employer shall pay all legal fees, any damages or costs awarded against any such employee and any sum required for a settlement of any claim against such employees.

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

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

**ARTICLE 32 - DURATION AND RENEWAL**

32.01 This agreement shall commence on June 1, 2021, and expire on May 31, 2026.

32.02 Within 90 days prior to the termination of this contract, either party may initiate negotiations for a new contract to take effect on June 1, 2026. The terms and conditions of this contract shall remain in effect until such negotiations are lawfully terminated.

32.03 The salary provisions of this agreement are retroactive to June 1, 2021.

**FOR THE EMPLOYER:**

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*Brent Cousland*  
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DocuSigned by:  
*Kevin [unclear]*  
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**FOR THE UNION:**

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*Temi Monture*  
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