

# **COLLECTIVE AGREEMENT**

## **ADVERTISING**

# **CONTENTS**

## **Collective Agreement**

Preamble, Duration and Renewal.....1

Schedule (B).....Unifor Advertising 1

## **PREAMBLE**

This Agreement is made on this 23<sup>rd</sup> day of November, 2018 between The Globe and Mail Division, hereinafter known as the Employer, and Unifor Local 87-M, hereinafter known as the Union, for itself and on behalf of all the employees of the Employer described in Article 1 of each of the following Schedules A to C of this Agreement.

## **DURATION AND RENEWAL**

This Agreement shall take effect on July 1, 2018 and remain in effect until June 30, 2020.

Either party may initiate negotiations for a new Agreement within ninety (90) days of the termination of this Agreement. If neither party gives notice to initiate negotiations ninety (90) days prior to termination of this Agreement, the Agreement shall be automatically renewed for a period of one (1) year and from year to year thereafter.

Date of signing: \_\_\_\_\_

The Globe and Mail Inc.

---

---

---

Unifor Local 87-M

---

---

---

**SCHEDULE (B)**

**ADVERTISING**

**Effective July 1, 2018 to June 30, 2020**

**INDEX**

Article 1 - Coverage.....3

Article 2 - Union Shop.....3

Article 3 - Dues Deduction.....4

Article 4 - Union Representation.....5

Article 5 - Human Rights and Dignity.....6

Article 6 - Hours and Overtime.....6

Article 7 - Flexible Work Arrangements.....9

Article 8 - General Wage Provisions.....10

Article 9 - Wages.....11

Article 10 - Vacations.....14

Article 11 - Recognized Holidays.....17

Article 12- Benefits and Pension.....18

Article 13 - Sick Leave.....22

Article 14 - Expenses and Equipment.....22

Article 15 - Leaves of Absence.....23

Article 16 - Part-Time, Temporary Employees and Interns.....30

Article 17 - Transfers.....32

Article 18 - Grievance Procedure.....33

Article 19 - Hiring.....34

Article 20 - Discipline and Discharge.....36

Article 21 - Security and Severance Pay.....38

Article 22 - No Strike or Lockout.....44

Unifor Advertising 1

Article 23 - Information.....	44
Article 24 - Health and Safety.....	45
Article 25 - Advertising Issues.....	47
Appendix A - Benefits.....	49
Appendix B - Letters of Understanding.....	50
Appendix C - Performance Improvement Plan.....	52

## **ARTICLE 1 - COVERAGE**

(1.01)(a) This Schedule covers all employees of the Employer in its Advertising Sales Departments in the Municipality of Metropolitan Toronto, save and except supervisors, persons above the rank of supervisor, and up to four (4) confidential secretaries.

(1.01)(b) Notwithstanding Article 1.01(a), the Company agrees that in the Advertising Sales Departments the geographic coverage of the bargaining unit will be voluntarily extended to the Province of Ontario until the coming into force of a renewal agreement upon the expiry of the current Collective Agreement (July 1, 2018 – June 30, 2020).

(1.02) The Employer agrees to notify the Union quarterly of new supervisor positions or positions above the rank of supervisor.

(1.03) The parties agree that the Memorandum of Agreement between the parties dated January 31, 1996 concerning the continuation of the combination of bargaining units will remain in force until the coming into force of a renewal Collective Agreement upon the expiry of the current Collective Agreement (July 1, 2018 – June 30, 2020).

## **ARTICLE 2 - UNION SHOP**

(2.01) It is a condition of employment of any employee as of the date of the signing of this Agreement who is a member of the Union or who thereafter becomes a member of the Union, that he remain a member in good standing. It is a condition of employment of each new employee that within four months after his or her date of employment such employee shall either (1) become a member of the Union or (2) advise the Union in writing, by registered mail, that he or she does not wish to become a member of the Union. As an alternative to the registered mail, the Union office will give the sender a receipt for such notification. The Union agrees that it will retain in membership any employee subject to the constitution and the by-laws of the Union. An employee dismissed under this Article, shall not receive severance pay.

(2.02) There shall be no interference or attempt to interfere with the operation of the Union.

(2.03) The Employer agrees to advise new employees that a collective agreement is in effect and of the conditions of employment with regards to Union membership and deduction of Union dues. The employee's immediate supervisor will advise the employee of the name(s) and location(s) of his or her steward(s). The Employer agrees that a Union steward will be given an opportunity by his or her supervisor to interview each new employee within regular working hours, without loss of pay, as soon as practicable subject to operational requirements, for thirty (30) minutes for the purpose of acquainting the new employee with the benefits and responsibilities of Union membership.

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

(3.01) The Employer shall deduct from the earnings of each employee covered by this Agreement and pay to the Union not later than the 15th day of each month all Union dues and assessments. Such dues and assessments shall be deducted bi-weekly from the employees' earnings in accordance with a schedule furnished the Employer by the Union. Such schedule may be amended by the Union at any time. The Employer shall, when remitting dues and assessments to the Union, give the names of the employees from whose pay deductions have been made and the amount of the deduction.

(3.02) The employer shall in each pay period, deduct \$0.01 per hour for all regular hours worked from the wages of employees covered by this Collective Agreement.

The monies so deducted shall be remitted to the charitable foundation known as the Unifor Social Justice Fund no later than the 10<sup>th</sup> day of the month following the month in which the hours were worked. The Employer shall also include with the remittance the number of employees for whom contributions have been made.

The first deduction for the fund will be made the fifth week following ratification of the Agreement.

It is understood that participation in the program of deductions set out above is voluntary. Employees who do not wish to participate must so inform the Employer within thirty (30) days of the ratification of the Agreement or within thirty (30) days after being hired.



All such employee contributions to the Unifor Social Justice Fund shall be recorded on the employee's T4 form.

#### **ARTICLE 4 – UNION REPRESENTATION**

(4.01) The Company and the Union agree to continue their monthly labour/management meetings throughout the duration of the Agreement.

(4.02) The employer agrees that the union may hold annual balloting for elected positions in the workplace provided there is no disruption to the operation and provided advance notice is given to the Employer.

(4.03)(a) Upon notification in writing by the Union, the Employer will recognize the Union Executive and a reasonable number of stewards to a maximum of nine to service grievances in the manner provided under the Agreement, and the Union will regularly provide the Employer with an up-to-date stewards list.

(b) The Union agrees that stewards and Union Executive Committee members have their regular work to perform on behalf of the Employer, and in recognition of that neither a steward nor an Executive Committee member will leave his or her regular duties to service a grievance or attend a meeting with the Employer, without first obtaining permission from his or her supervisor, which will not be unreasonably withheld. Stewards and Executive Committee members shall advise their supervisors of the expected length of absence from duties and report to them upon their return to work.

(4.04) The employer shall provide to the Union an office for its sole and exclusive use. It is understood that the office will be used by the union for its representational obligations. These obligations include but are not limited to the storage of appropriate documents, meetings with members and the preparation of grievances.

(4.05) The Employer agrees to provide bulletin boards in appropriate places for the use of the Union.

(4.06) In all cases where notice to the Union is required, such notice shall be addressed to the Chairperson of The Globe and Mail Unit at the offices of

the Union and to the Local 87-M Representative or Unifor National Representative assigned to The Globe and Mail.

## **ARTICLE 5 – HUMAN RIGHTS AND DIGNITY**

(5.01) The Globe and Mail and the Union agree that harassment of an employee is not acceptable, whether it be sexual harassment, harassment on the basis of race or any other ground prohibited by the Ontario Human Rights Code, or any other form of personal harassment, and whether the harasser is an employee, a customer, or a member of the public.

(5.02) Behaviour and/or comments directed at an employee that are perceived by the employee to be threatening, demeaning or humiliating will not be tolerated.

(5.03) The Globe and Mail and the Union will investigate complaints of harassment brought to our attention and will take steps to protect employees from harassment and to bring the harassment to an end.

(5.04) The Employer agrees that when hiring it will not discriminate on the basis of membership or activity in the Union; nor on the basis of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap contrary to the provisions of the Ontario Human Rights Code.

(5.05) There shall be no dismissals of or other discrimination against any employee because of his or her membership or activity in the Union; nor as a result of this Agreement coming into effect; nor on the basis of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap contrary to the provisions of the Ontario Human Rights Code. The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment. The Employer will not tolerate sexual harassment of employees.

## **ARTICLE 6 - HOURS AND OVERTIME**

(6.01) The five day, thirty-five hour week shall prevail except for part-time and on-call employees.

(6.02) The working shift shall consist of seven (7) hours falling within eight (8) consecutive hours or in the case of part-time and on-call employees the working shift shall consist of a minimum of four (4) hours, except for sales employees. The Employer shall give consideration to sales employees' proposals for their hours of work during a five (5) day, thirty-five (35) hour week. The Employer will have the sole discretion in deciding whether to agree to such proposals.

(6.03)(a) The Employer shall pay for all authorized overtime at the rate of one and one-half times the regular straight time rate. Overtime shall be defined as work beyond 8 hours in a shift or 40 hours in a work week (defined as Monday to Sunday), or any work performed at hours not scheduled, as provided in Section 6.06. Any employee who is assigned to work a 6<sup>th</sup> or 7<sup>th</sup> shift in the work week, shall be paid for those hours worked at the rate of one and one-half times the regular straight time rate provided the employee has worked a regular five day week.

(b) Overtime shall be paid for, except that by mutual agreement with the Department Head, the employee may choose equivalent time off. The Employer reserves the right to limit the amount of time off to be accumulated by an employee. Time off shall be taken at a mutually agreed time and a request to take time owing shall not be unreasonably denied. Granting of time owing shall be confirmed in writing when requested.

(6.04)(a) Sales employees shall be exempt from the provisions of Section 6.03, except that inside sales employees shall be entitled to time off equivalent to time authorized in advance by the Employer and worked on the Employer's premises outside of their regular hours of work.

(b) Sales employees will, from time to time, be required by the Employer to attend an event such as an outside sales seminar, trade show or Globe and Mail product launch, some or all of which may be held outside their regular working hours, and those attending may be entitled to some time off to be determined as follows. The Employer will decide in advance the amount of time off, if any, applicable to any such event and sales employees in attendance throughout the event will be entitled to time off equivalent to that applicable time off.

(6.05) An employee, save and except part-time and on-call employees or students, required by the Employer to work on his day off shall be paid at

the applicable rate with a minimum of four and one half hours' pay. The employee may, with the consent of his supervisor, select equivalent time off in lieu of payment.

(6.06)(a) For employees in the Traffic Department, Cut Room, and clerical employees, tentative schedules of starting times shall be posted at least two weeks in advance of the week for which they apply and schedules of starting times shall be posted not later than the Monday one week prior to the week Monday to Sunday. The Employer will attempt to keep to a minimum the number of changes between the tentative schedule and the final schedule.

(b) No advance notice need be given of a change in starting time if the change is no more than one hour earlier or later than the scheduled starting time. In the event of changes of more than one hour, the provisions of Section 6.03 shall apply to the extent of the change in excess of one hour.

(6.07) Schedules of days off shall be posted at least two weeks in advance. When days off are changed within two weeks by other than mutual consent the day off worked shall be at the overtime rate. Days off shall be consecutive whenever possible.

(6.08) The Employer shall keep a record of all overtime to be kept. Such record shall be made available to the Union on request.

(6.09) Granting of days owing shall be confirmed in writing when requested by the employee.

(6.10) For the purposes of scheduling night shifts for part-time and on-call employees, the Lead Hand will arrange for employees to cover absences or work the shift themselves. Opportunities to work such additional hours will be equitably distributed to all qualified part-time staff within reason.

(6.11) Employees shall be entitled to one (1) fifteen-minute break during the portion of the shift which falls before the meal break and one (1) fifteen-minute break during the portion of the shift which falls after the meal break.

## **ARTICLE 7 – FLEXIBLE WORK ARRANGEMENTS**

(7.01) The Employer agrees to consider requests from full-time employees who wish to work part-time hours and share a full-time position with another employee. The Employer will have the sole discretion in deciding whether to agree to such requests. The terms and conditions applicable to any such arrangement shall be agreed upon by the Employer, Union and the employees affected. It is understood that any such arrangements will be for a limited period of time. Where necessary, the Union will agree to the employment of a temporary employee for the duration of such an arrangement.

(7.02) The Employer agrees to consider request from full-time employees who wish to return to work part-time hours during part of their maternity leave where in the Employer's opinion such an arrangement is operationally feasible. Where necessary, the Union will agree to the employment of a temporary employee for the duration of such an arrangement. Any agreement between the Employer and an employee who is working part-time after returning from maternity leave which predates this letter shall prevail over this letter.

(7.03) An employee may seek approval to work a compressed work week. The request is subject to approval by the Company, based on operational requirements. A request for a compressed work week will not be unreasonably denied.

(7.04) The Company has discretion to cancel the compressed work week arrangement for operational reasons. The Company will give a minimum of two (2) weeks' notice as per Article 6.05 but will make every effort to provide as much notice as possible.

(7.05) The compressed work week will encompass the total number of hours of a regular work week. It is understood that such a modified work week cannot be introduced without mutual consent between the employee, the Union and the Company.

(7.06) All work performed by an employee in a compressed work week arrangement that exceeds forty (40) hours in a week or one (1) hour beyond the compressed schedule shall be paid in accordance with Articles 6.03 and 6.04. If overtime as defined by Articles 6.03 and 6.04 of the Collective

Agreement arises as a direct result of the compressed work schedule, it shall not be recognized as overtime pursuant to the Collective Agreement.

(7.07) Any work performed between the hours of 8 p.m. and 6 a.m. by an employee as a result of a compressed work week arrangement shall not be paid in accordance with Article 8.07.

## **ARTICLE 8 - GENERAL WAGE PROVISIONS**

(8.01) Employees shall be classified as to job title and experience rating at the time of employment, transfer or promotion, and the Union notified in accordance with Article 23.

(8.02) Employees will advance on the wage schedules on the anniversary of their employment, transfer or promotion to a classification. Employees who are paid the salary for an experience classification higher than their actual experience requires shall receive such higher experience rating and thereafter advancement to succeeding salary minimums shall occur on the anniversaries of such upgraded rating.

(8.03) The Employer agrees that in determining an employee's experience rating, experience shall include all employment in comparable work. The comparability of past employment shall be measured in accordance with past practice in the advertising department, recognizing the unique features of the work performed in the Advertising Sales Departments at The Globe and Mail.

(8.04) **No Pay Cuts.** There shall be no reduction in salaries except by mutual agreement.

(8.05)(a) **Dual Work.** An employee temporarily assigned for a minimum of a full shift, or permanently transferred to a higher paid classification within the bargaining unit, shall receive the rate of the higher classification next higher in dollars to the rate the employee received in the lower classification. This shall not apply to training periods of up to two weeks in a higher classification. In the case of a permanent transfer an employee, except for an employee who was at the top of his salary scale prior to the transfer, will be credited with seventy-five per cent (75%) of his current anniversary year service in the lower classification and the date for

advancement to succeeding salary minimums in the higher classification shall be adjusted accordingly.

(c) The intent of Article 8.05(a) is to ensure that employees who are permanently transferred to a higher-paid classification are paid more in the two years following the transfer than they would have been in accordance with their previous classification's salary scale in effect at the time of the transfer.

(d) The parties have agreed to meet to review and revise an employee's wage rate and/or anniversary date for the purpose of wage progression if an employee who is permanently transferred to a higher-paid classification will not earn more in the two years following the transfer than they would have earned in their previous classification in spite of the application of Article 8.05(a).

**(8.06) Salaries Above Minimum.** The minimum wages established herein are minimums only. Salaries above those provided in Section 9.01 may be paid to an individual employee as recognition of individual merit and performance. The Union may represent employees in bargaining for such salaries.

(8.09) Payment of wages shall be made once every two weeks.

(8.10) In the event that a new job classification is created or in the event of a significant change in the duties and responsibilities of a position, the Employer and the Union will discuss and attempt to agree upon the proper classification and salary scale for the position. Failing agreement, the matter may be referred to arbitration for a final and binding determination.

## **ARTICLE 9 - WAGES**

(9.01) The following minimum weekly salaries shall be in effect during the term of this Agreement. The various wage rates shall become effective for shifts starting after 12:01 a.m. on the dates shown.

A 10% premium shall be paid to the part-time Night Lead Hand.

**Group A**

Brand Partnership Manager

	<u>July 1/18</u>	<u>July 1/19</u>
Start	\$62,620	\$62,620
After 1 Yr.	\$69,690	\$69,690
After 2 Yrs.	\$77,770	\$77,770
After 3 Yrs.	\$85,850	\$85,850
After 4 Yrs.	\$95,950	\$95,950

**Group B**

National Hybrid Account Manager, Special Reports Associate

	<u>July 1/18</u>	<u>July 1/19</u>
	\$85,850	\$85,850

**Group D**

Retail and Local Direct Account Manager

	<u>Sept 1/18</u>	<u>July 1/19</u>
	\$63,048.24	\$63,048.24

**Group E**

Inside Sales Representative

	<u>Sept 1/18</u>	<u>July 1/19</u>
	\$47,286	\$47,286

**Group F**

Project Delivery Managers

	<u>July 1/18</u>	<u>July 1/19</u>
Start	\$51,874.75	\$51,874.75
After 1 Yr.	\$55,501.87	\$55,501.87
After 2 Yrs.	\$59,967.74	\$59,967.74
After 3 Yrs.	\$66,753.71	\$66,753.71
After 4 Yrs.	\$73,195.44	\$73,195.44



**Group G**

Senior Advertising Operations, Retention and Loyalty Specialist

	<u>July 1/18</u>	<u>July 1/19</u>
Start	\$53,591.00	\$53,591.00
After 1 Yr.	\$57,794.22	\$57,794.22
After 2 Yrs.	\$61,997.44	\$61,997.44
After 3 Yrs.	\$68,827.66	\$68,827.66
After 4 Yrs.	\$75,657.89	\$75,657.89

**Group H**

Advertising Operations

	<u>July 1/18</u>	<u>July 1/19</u>
Start	\$51,489.40	\$51,489.40
After 1 Yr.	\$54,641.81	\$54,641.81
After 2 Yrs.	\$57,794.22	\$57,794.22
After 3 Yrs.	\$63,048.24	\$63,048.24
After 4 Yrs.	\$68,302.26	\$68,302.26

**Group I**

Senior Advertising Service Representatives, Magazine Production Coordinator

	<u>July 1/18</u>	<u>July 1/19</u>
Start	\$45,867.59	\$45,867.59
After 1 Yr.	\$47,997.57	\$47,997.57
After 2 Yrs.	\$53,595.21	\$53,595.21
After 3 Yrs.	\$59,987.24	\$59,987.24
After 4 Yrs.	\$67,564.60	\$67,564.60

**Group J**

Advertising Services Representatives

	<u>July 1/18</u>	<u>July 1/19</u>
Start	\$43,690.33	\$43,690.33
After 6 Mth.	\$44,838.86	\$44,838.86
After 1 Yr.	\$46,890.03	\$46,890.03
After 2 Yrs.	\$49,846.98	\$49,846.98
After 3 Yrs.	\$53,949.33	\$53,949.33

After 4 Yrs. \$56,303.13 \$56,303.13

**Group K**

Administrative Assistant, Marketing Research Analyst, Content Sales Coordinator

	<u>July 1/18</u>	<u>July 1/19</u>		
Start	\$41,584.52	\$41,584.52		
After 1 Yr.	\$43,582.10	\$43,582.10		
After 2 Yrs.	\$48,830.86	\$48,830.86	After 3 Yrs.	\$54,827.80 \$54,827.80
After 4 Yrs.	\$61,933.34	\$61,933.34		

**Group L**

Advertising Layout Planner

	<u>July 1/18</u>	<u>July 1/19</u>		
Start	\$46,815.42	\$46,815.42		
After 1 Yr.	\$48,852.93	\$48,852.93	After 2 Yrs.	\$54,204.67 \$54,204.67
After 3 Yrs.	\$60,319.30	\$60,319.30	After 4 Yrs.	\$67,564.60 \$67,564.60

Employees above scale will be green circled.

(9.02) For the purposes of STD only the base salaries for employees in Retail Sales shall be \$75,014 for the duration of the collective agreement and for employees in Inside Sales shall be \$67,463 for the duration of the collective agreement.

**ARTICLE 10 - VACATIONS**

(10.01) Subject to Section 10.06, employees who will have completed specified periods of service by September 1 of each year shall receive an annual vacation with full pay on the following basis:

Less than one year of continuous service - One day for each sixteen days worked.

After one year of continuous service - Three weeks annually.

After five years of continuous service - Four weeks annually.

After fifteen years of continuous service - Five weeks annually.

Any employee who has an anniversary date that as of September 1, 2008 would have already provided him/her with ten years of continuous service will have their fifth week of vacation grandfathered. Any employee who has an anniversary date that as of September 1, 2008 would have already provided him/her with twenty-three years of continuous service will have their sixth week of vacation grandfathered.

In addition, any employee who has an anniversary date that would provide him/her with ten years of continuous service between July 1, 2009 to August 31, 2010 will be eligible for 5 weeks of vacation in the vacation year commencing September 1, 2010 and thereafter.

(10.02) Vacations in each vacation group shall be arranged by the Employer according to seniority. In no event shall an employee be required to take his vacation prior to May 15 or after September 30. Employee entitled to three, four, five or six weeks' vacation may be required to take one week of a three-week vacation, two weeks of a four or five week vacation or three weeks of a six week vacation outside the vacation period in order to accommodate the right of all eligible employees to take their choice by seniority of two weeks' vacation within the vacation period. Employees who fail to select vacation dates prior to March 1 may lose the privilege of selection to which their seniority entitles them. Granting of vacations shall be confirmed in writing when requested. The Employer shall respond to a vacation scheduling request no longer than 10 days working notice or as soon as practical following the request being made in writing.

(10.03) An employee whose vacation time includes a recognized holiday(s) as defined in Section 11.01 shall receive an additional day(s) of vacation, or by mutual consent, he shall receive an additional day's pay at his or her straight-time rate in lieu of the additional day.

(10.04) Upon termination of employment an employee (or his or her estate in case of death) shall receive accrued vacation pay at the rate of one day's pay for each 25 work days following the last previous September 1 for those entitled to less than a three-week vacation; for each 16 work days following the last previous September 1 for those entitled to a three-week vacation; for each 12 work days following the last previous September 1 for those

entitled to a four-week vacation; for each 10 work days following the last previous September 1 for those entitled to a five-week vacation; for each 8 work days following the last previous September 1 for those entitled to a six-week vacation plus pay for any vacation previously earned but not taken (applicable only to employees grandfathered with a sixth week of vacation).

(10.05) An employee who has an unpaid leave of absence in excess of fifteen (15) calendar days in the relevant vacation year shall have the vacation period and pay adjusted accordingly on a pro-rata basis. If the employee has completed the vacation period prior to the unpaid leave of absence in excess of fifteen (15) calendar days, the proration will be effective in the following vacation year.

(10.05) (a) Notwithstanding the foregoing, the vacation period and vacation pay of an employee who will return to work at the end of a pregnancy leave and parental leave in respect of the birth of her child shall not be prorated in respect of such leave, up to the maximum period of entitlement for such leaves prescribed by the Employment Standards Act. Similarly, the vacation period and vacation pay of an employee who returns to work from parental leave shall not be prorated in respect of such leave, up to the maximum period of time prescribed for parental leave under the Employment Standards Act. Any vacation accrued prior to a pregnancy and/or parental leave must be taken before the leave begins. All vacation accrued during a pregnancy and/or parental leave that is earned in a fiscal year that is prior to the return date must be taken at the end of the leave and prior to a return. For all vacation that is earned during a pregnancy and/or parental leave that is earned in the current fiscal year of a leave, the employee will have the option to a) take some or all of any accrued vacation days at the end of their leave and prior to their return and/or b) bank any remaining vacation earned during the leave to use prior to the end of the current fiscal year, subject to the normal terms of The Globe Vacation Policy. An employee who terminates employment during or at the conclusion of pregnancy leave, parental leave, maternity leave or extended leave or less than six (6) months after completing such leave shall not be entitled to vacation pay in respect of the period of leave and shall reimburse the Employer for any such pay which has been received.

(10.06) Notwithstanding the above, part-time and temporary employees who will have completed specified periods of service by the next September 1 shall be paid their vacation pay with each salary payment as follows:

Less than 5 years - 6% of gross earnings  
After 5 years - 8% of gross earnings  
After 15 years - 10% of gross earnings

In addition, such employees shall be entitled to vacation time off without pay on the same basis as regular full-time employees, if requested by the employee.

Any employee who has an anniversary date that as of September 1, 2008 would have already provided him/her with ten years of continuous service will have their 10% vacation pay grandfathered. Any employee who has an anniversary date that as of September 1, 2008 would have already provided him/her with twenty-three years of continuous service will have their 12% vacation pay grandfathered.

In addition, any employee who has an anniversary date that would provide him/her with ten years of continuous service between July 1, 2009 to August 31, 2010 will be eligible for 10% vacation pay in the vacation year commencing September 1, 2010 and thereafter.

(10.07) Notwithstanding the provisions of 10.06 above, part-time employees shall have the option of receiving their vacation pay in conjunction with their vacation time. Those part-time employees who elect this option must do so within sixty (60) days of ratification of this agreement or at the time of hiring.

## **ARTICLE 11 - RECOGNIZED HOLIDAYS**

(11.01) The following holidays are recognized: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day. When any of the aforementioned holidays falls on a Sunday it shall be observed on the day designated as the holiday. The holiday shifts shall be those starting within the 24-hour period of the recognized holiday. Employees shall also be entitled to a holiday on their birthday, which must be taken within 45 days following their birthday or forfeited. The Company has the right to substitute any new statutory holidays with existing recognized holidays.

(11.02) Employees who are scheduled to work on a recognized holiday but are not required to work will receive their full weekly salary.

(11.03) Employees who are required to work on a holiday shift shall be paid a minimum of a full day's pay at the rate of one and a half times their straight time rate in addition to their regular weekly salary. Authorized overtime worked on a holiday shall be paid at the rate of one and a half times the straight time rate.

By mutual agreement with the Department Head, the employee may choose equivalent time off in lieu of all or part of the holiday premium pay and overtime pay specified above. The Employer reserves the right to limit the amount of time off to be accumulated by an employee. Time off shall be taken at a mutually agreed time and a request to take time owing shall not be unreasonably denied. Granting of time owing shall be confirmed in writing when requested.

(11.04) An employee whose regular day off falls on a recognized holiday shall receive an additional day off at another date. It is understood that if an employee's regular day off and birthday both fall on a day designated as one of the nine other recognized holidays in Section 11.01, the employee will receive two additional days off at another date.

(11.05) In a pay week which includes a recognized holiday, work on either or both of the scheduled days off shall be at the overtime rate in spite of the fact that the employee has worked only 4 scheduled days in the pay week (3 scheduled days if the employee's birthday occurs in the pay week) by reason of having the holiday off.

## **ARTICLE 12 – BENEFITS AND PENSION**

(12.01) The Employer shall pay 80% of the monthly premiums for basic life insurance and accidental death and dismemberment insurance effective April 1, 2003, during the life of this Agreement for full-time employees. Such employees are required to participate in the insurance plans. Effective January 1, 2019, coverage for basic life insurance and accidental death and dismemberment is equal to two times basic annual earnings to a maximum of \$1,000,000. The foregoing is a general description of the plan; the provisions of the insurance policy will govern.

(12.02) The Globe and Mail Inc. Employees' Retirement Plan providing a retirement program for employees now covered by this Agreement shall be continued by the Employer during the life of this Agreement.

The Employer agrees to continue during the term of the Agreement payment of the Employer's matching contribution to the Canada Pension Plan without requiring reduction in The Globe and Mail Inc. Employees' Retirement Plan.

(12.03) The Employer will continue to pay, in the same manner as and in accordance with its past practice, the following monthly benefit premiums for employees who are in receipt of long term disability payments:

- Group Life Insurance Plan
- OHIP
- Extended Health Care Plan
- Vision Care Plan
- Hospitalization Plan
- Dental Plan
- Accident Insurance

In addition, the Employer will pay, in the same manner as and in accordance with its past practice, the regular employee pension contributions on behalf of such employees.

(12.04) Effective January 1, 2011, existing members of the defined benefit pension provisions will be given the option to 1) cease earning credited service under the defined benefit provisions and thereafter participate in the defined contribution provisions of the plan; or 2) continue earning credited service under the defined benefit provisions of the plan. No employee will join the defined benefit provisions of the plan on or after July 3, 2009. All new employees hired on or after July 3, 2009 will enroll in the defined contribution provisions of the plan, subject to the eligibility provisions of the plan.

The following amendments/upgrades have been made to the Pension Plan.

Base Year Upgrades:

Effective January 1, 2008 – move to 2003 base year.

### Early Retirement

Effective January 1, 1997 there will be no actuarial reduction in pension benefits for employees who retire at or after age 62.

#### Early Retirement Reduction Factors - Annual

Age 61	- 4% reduction in retirement benefit
Age 60	- 8% reduction in retirement benefit
Age 59	- 14% reduction in retirement benefit
Age 58	- 20% reduction in retirement benefit
Age 57	- 26% reduction in retirement benefit
Age 56	- 32% reduction in retirement benefit
Age 55	- 38% reduction in retirement benefit

#### Early Retirement Reduction Factors - Monthly

From age 60 to age 62	- 0.33% per month
From age 55 to age 60	- 0.5% per month

It is agreed that the retirement benefits provided by the Pension Plan for employees in the bargaining unit (including changes negotiated in this Collective Agreement) shall not be changed without the agreement of the Union during the operation of this Collective Agreement, except for changes which are necessary in order to comply with legislation or to protect the value of retired members' benefits against inflation.

Employees aged 55 and over as of January 1, 2019, will not be eligible to take the commuted value of their pension under the defined benefit provision of the Plan.

(12.05) The company will provide \$100,000 accidental death and dismemberment insurance coverage for employees who are traveling on business to a point or points located away from the premises of the employer. Coverage begins at the actual start of an anticipated trip whether it is from place of employment, home or other location. This coverage terminates upon return to home or place of employment. This benefit is payable, in addition to any other insurance benefits, for paralysis, loss of life, limb, sight, speech or hearing which is the result of accidental bodily injuries and which occurs within 365 days from the date of the accident.

Commuter Travel is not covered under this plan and shall mean travel in a private vehicle, directly to and from your usual place of residence and work.



The foregoing is a general description of the plan; the provisions of the insurance policy will govern.

(12.06)(a) The Employer shall pay, on behalf of employees the full monthly premium of the Ontario Health Insurance Plan.

Effective January 1, 2019 the Employer shall pay 80% of the monthly premium for the extended healthcare plan which includes hearing aids coverage of \$550 per person every 4 calendar years; vision care \$300 maximum per person every 24 month period, effective January 1, 2008; eye exam benefit to a maximum of \$60 per person every 24 month period effective January 1, 2006; and semi-private hospital.

The Employer shall pay 80% of the monthly premium for the dental plan, which will include coverage for preventive, minor restorative, major restorative endodontics, periodontics and orthodontics for dependent children. Payment for covered services of the Dental Plan will be 80% as specified in the Current Fee Guide and 50% for orthodontics.

(b) The Employer agrees to set the professional services annual cap at \$750 for massage therapy and \$825 for counselling services, effective October 1, 2018. The Employer agrees that an MSW will be included in counselling services. Effective April 1, 2017, covered counselling services are expanded to include psychotherapists and psychoanalysts.

A combined cap of \$1500 per year for all paramedical will be implemented.

(c) The Employer will continue to provide benefits for Repetitive Strain Injury assessment and treatment performed by providers agreed to by the Union and the Employer, with lifetime maximums of an Initial Assessment of \$1,000, Stage 1 treatment - \$1,200, Stage 2 treatment - \$3,000, Stage 3 treatment - \$4,500.

The Employer may change carriers as long as equivalent or superior coverage is provided, subject to Section 12.07.

(12.07) There shall be no reduction in the benefits provided by the benefit plans listed in Section 12.06.

(12.08) Employees shall pay the full monthly premiums for a long term disability plan which pays a non-taxable monthly benefit of 67% of the first \$3,000 monthly basic salary, 50% of the next \$2,500 and 40% of the balance to a maximum of \$10,000 monthly benefit. The foregoing is a general description of the plan; the provisions of the insurance policy will govern.

(12.09) Upon request, the Employer agrees to meet with the Union to discuss the disposition of any Employment Insurance premium rebates.

### **ARTICLE 13 - SICK LEAVE**

(13.01) Sick leave shall be granted in accordance with past established practice. Employees shall be entitled to eight (8) weeks of sick leave at full pay (100%) followed by eighteen (18) weeks of sick leave at 80% of pay.

In the event that there is a dispute between the Company physician and the employee's physician as to the employee's disability or the ability of the employee to return to work, a physician who is practicing in the relevant medical specialty shall be designated jointly by the parties to assess the employee. In such cases, the Company agrees to pay any fees beyond those covered by OHIP. The decision of the designated physician shall be final and binding upon the parties and should it be determined that the employee was entitled to sick leave such payment shall be made retroactive to the date it was first denied by the Company.

(13.02) No deductions for sick leave shall be made from overtime or vacation credited or to be credited to the employee.

### **ARTICLE 14 - EXPENSES AND EQUIPMENT**

(14.01)(a) Upon submission of expense reports in the prescribed form and properly supported by vouchers where obtainable, the Employer shall pay authorized expenses incurred by the employee in the service of the Employer.

(b) The Employer shall provide a mileage allowance to employees who are authorized and required to provide an automobile for regular use in the performance of their employment responsibilities at the rate of \$640.00 per month for their business kilometers. In addition, the Employer shall

reimburse such employees for the cost of additional premiums required to insure the vehicle for business use. Employees who are not required to provide an automobile for Company business on a regular basis may be authorized by the Employer from time to time to use their automobile for this purpose and, in that event, will be compensated at the rate of \$0.3789 per kilometer effective July 1, 1996 adjusted quarterly thereafter commencing October 1, 1996 as specified above from the second quarter average in 1996. Employees who use their automobile for Company business must provide the Employer satisfactory proof of business insurance for such use.

(c) This will confirm the understanding with regard to liability insurance for employee-owned automobiles used for Company business.

It is the responsibility of each individual to insure his personal automobile to the limits deemed necessary to ensure personal safety. Each employee in the bargaining unit is also required to insure such automobile for business use - this insurance may result in additional premiums.

The Globe and Mail and/or their associates and/or their affiliates and/or their subsidiary companies have a Comprehensive General Liability Policy which has been extended to provide additional liability coverage for employees if a loss arises involving a personal automobile during the performance of employment responsibilities. This endorsement provides coverage only in excess of those limits insured by the owner of the vehicle.

(14.02) For those employees who do not receive a regular car allowance, upon submission of appropriate expense data, properly supported by an incident report, the Employer shall pay for repairs for damages to any employee's automobile directly or largely caused by driving under extraordinary conditions on company business.

## **ARTICLE 15 - LEAVES OF ABSENCE**

(15.01) Upon request the Employer shall grant employees leaves of absence without pay for good and sufficient cause providing such leave does not cause unreasonable disruption of operations.

(15.02) If an employee is elected or appointed to any office or position of Unifor, or CLC or office or position of a local of Unifor, or office or Unifor Advertising 23

position with any organization with which Unifor is affiliated, such employee, upon his or her request, shall be given a leave of absence without pay and shall be reinstated in the same or a comparable position upon the expiration of such leave. If the purpose of the leave is to assume a full-time position with any of the above organizations, such leave shall be given to only one employee at any one time.

Except for emergencies, a request for a leave of absence of five (5) working days or less shall be made at least forty-eight (48) hours in advance and a request for a leave of absence which extends to more than five (5) working days shall be made at least two (2) weeks in advance.

(15.03) Leaves of absence without pay upon request shall be granted to employees elected or appointed delegates to attend meetings or conventions of Unifor, or CLC or any organization with which the Unifor is affiliated, and to delegates to attend special meetings called by Unifor, or by any branch thereof, or by any organization with which Unifor is affiliated. Except for emergencies, a request for a leave of absence of five (5) working days or less shall be made at least forty-eight (48) hours in advance and a request for a leave of absence which extends to more than five (5) working days shall be made at least two (2) weeks in advance.

(15.04) Employees called to serve on juries, or subpoenaed as a witness in a judicial proceeding, shall receive their regular weekly salary during periods of such service. It is expressly agreed that this section shall not apply to employees called or subpoenaed as witnesses or participants in proceedings between the parties of this Agreement, e.g., arbitration hearings.

(15.05) In the event of the death of a child or spouse, a regular full-time or regular part-time employee will be granted bereavement leave for the purpose of making funeral arrangements or attending the funeral. Pay for such leave will be limited to a maximum of five (5) scheduled working days. In the event of a death in the immediate family, i.e. parent, grandparent, brother, sister or parent-in-law, a regular full-time or regular part-time employee will be granted bereavement leave for the purpose of making funeral arrangements or attending the funeral. Pay for such leave will be limited to a maximum of four (4) scheduled working days. One additional day may be granted if the funeral is outside Continental North America. Upon request, bereavement leave with or without pay may be

granted or extended in special circumstances not covered by this Agreement.

(15.06)(a) Unpaid pregnancy leave and parental leave shall be granted as provided by the Ontario Employment Standards Act and shall be governed by the terms of that Act.

(b) An employee on pregnancy leave and parental leave or extended leave will continue to participate in the benefit plans listed in Section 12.06, the Group Life Insurance Plan, the Globe and Mail Accident Insurance Plan and the Retirement Plan with the employee and Employer each continuing to make their share of contributions unless the employee elects in writing not to do so.

(c) The Employer will establish a supplemental unemployment benefit (SUB) plan effective July 1, 1992, or as soon thereafter as all necessary rulings and approvals, including those required to allow the Employer to deduct all SUB payments for income tax purposes are received. The SUB plan will provide a payment equal to 100% of base pay for the one (1) week waiting period under the Employment Insurance Act to an employee on pregnancy leave for the birth of her child who has applied for and qualifies for pregnancy benefits under the Employment Insurance Act. In addition, effective July 1, 2014, the nine (9) weeks post natal pay will now be distributed equally during the sixteen (16) week maternity period. An employee who terminates employment during or at the conclusion of pregnancy leave, or less than six (6) months after completing such a leave shall reimburse the Employer for any SUB benefits which she has received. Effective July 1, 2014, the Employer agrees to a parental salary supplement of four (4) weeks that will be distributed equally during the twelve (12) week parental leave period for partners of women who have given birth, and/or adoptive parents. It is understood this provision applies to same sex partners.

(15.07) During each calendar year on a non-cumulative basis, an employee may take up to two (2) days' leave of absence with pay as a result of a family emergency or sickness of or injury to a member of the employee's immediate family. One of these days may be used for personal emergency which requires the employee to be absent from work. Any unused day(s)

are to be taken during the month of December, if operationally feasible. This entitlement shall satisfy the first two (2) days of any statutory entitlement to family, personal or similar leave introduced during the term of this collective agreement.

(15.08) Leaves provided for in Article 15 shall not constitute breaks in continuity of service, but such unpaid leave in excess of fifteen (15) calendar days in a year shall not be considered service time in the computation of benefits dependent upon length of service nor in computing length of service for the purpose of wages or wage progression.

Leaves provided for in Article 15 shall be considered service time in the computation of severance or dismissal pay with the exception that time in excess of twenty-four (24) continuous months on a leave pursuant to Article 15.02 shall not be considered service time in the computation of severance or dismissal pay.

Notwithstanding the foregoing, any pregnancy leave and/or parental leave granted to an employee under the provisions of the Employment Standards Act as set out in Section 15.06(a) of this Agreement will, up to the maximum period of entitlement for such leaves prescribed by the Act, be considered service time in the computation of benefits dependent on length of service and in computing length of service for the purpose of wages or wage progression.

(15.09) Employees shall be entitled to participate in a deferred compensation leave plan. Employees who have completed a minimum of twelve (12) months' continuous active employment shall be entitled to participate in a self funded voluntary leave plan. Employees who wish to participate shall execute any documents required to provide for the initiation of the Plan or to give effect to its terms.

Conditions of the leave plan are as follows:

1. The Plan shall meet all the requirements of the Income Tax Act. Employees shall be responsible for the tax consequences of their participation in the Plan and of any failure to comply with the requirements of the legislation or the Plan.

2. The leave must be for a minimum of six (6) months and no longer than twelve (12) months. The contributions shall be no more than 33 1/3 % of

earnings and no less than 5% of earnings. An employee who participates in the Deferred Compensation Leave Plan must take his or her leave not later than six (6) years following the commencement of his or her participation in the Plan.

3. The funds being deferred shall be held in trust in a bank account with a financial institution arranged by the Employer. Interest on the account (net of any charges levied by the financial institution in connection with the establishment and maintenance of the trust account) shall be paid to the employee annually.

4. Funds from the trust account will be paid to the employee on a biweekly or lump sum basis during the leave. In the event of the death or termination of the employee prior to payments being made to exhaust the funds in the trust account for that employee, the balance shall be paid to the employee or at the employee's direction.

5. During the leave, benefits will continue provided that the employee pays the full (Employer and employee portions) premium cost of such benefits, except that there shall be no sick leave benefit or Long Term Disability coverage during the leave period. In the event that the employee is not fit to return to work at the end of the leave period, sick leave as defined in Article 13 shall commence on the date on which the employee was scheduled to return to work.

Employees going on leave may opt out of any of the benefit plans for which they are enrolled. Upon returning to work, the employee may re-enroll in the same benefit plans.

Pension contributions and service credits for the purpose of the pension plan will accrue as normal throughout the duration of the arrangement. Regardless of the amount of salary deferred, employees will make contributions to the pension plan based on 100% of their unadjusted regular earnings during both the deferral and leave periods of the arrangement. During the deferral period, pension contributions will be deducted at source as normal. Prior to going on leave, the employee will make a payment for all pension contributions in respect of the period of the leave.

6. Articles 10.06 and 15.08 apply to employees on leave.

7a. The employee must give the Employer irrevocable written notice of his or her request for leave under the Plan at least six (6) months prior to the requested start date of his or her intended leave. In addition, the employee shall indicate the period of leave requested and shall confirm the return date, in writing, thirty (30) days in advance of the scheduled return.

b. The only exceptions to (a) above shall be that the employee may withdraw from the Plan in the event of Long Term Disability, termination of employment, death or any other reason as agreed by the employee and the Employer.

8. Selection of employees who apply for a leave pursuant to the terms of the Plan shall be on the basis of first come, first considered (subject to paragraphs 9 and 11 following). The same principles shall apply in the event that two or more employees request leave for the same period or starting at the same time and all applicants cannot be accommodated.

9. An employee shall not be entitled to leave in circumstances where his or her absence might interfere with the normal business or operations of the Employer. Employees are cautioned that operational requirements are likely to preclude leave being granted to all otherwise eligible employees at their preferred times and that, therefore, employees shall be responsible for ascertaining the availability of leave opportunities and ensuring, to the extent possible, that they shall be able to obtain leave within the parameters of the Plan and the Income Tax Act requirements.

10. An employee who is absent on leave may be replaced by a part-time or temporary employee for the full duration of his or her leave, notwithstanding any limitation or restriction otherwise applicable under the provisions of Article 16.

11. An employee shall not be permitted to use leave under the Deferred Compensation Leave Plan to extend any other leave obtained pursuant to the Collective Agreement or statute. Accordingly, upon completing a period of leave taken under the terms of the Plan, the employee must return to active employment for a minimum of six (6) months before being eligible for any other leave (except leaves provided for in articles 15.03, 15.04, 15.05, 15.06 and 15.07). An employee shall not be entitled to commence a leave under the terms of the Plan if the employee would be or become



eligible for another leave commencing during or immediately after the leave to be taken under the terms of the Plan.

12. In accordance with the requirements of the Income Tax Act, the employee must return to work for a period of time at least equal to the period of the leave.

13. Subject to mutual written agreement between the Employer and the employee six (6) months prior to the requested start date of the leave, the employee shall return to his or her prior position and classification at the appropriate rate of pay for that classification. If the employee's position in that classification no longer exists, the employee shall be placed in a comparable position in that classification. If the employee's classification has been affected by a staff reduction, the employee shall be placed in a job classification which the employee may be entitled to claim by virtue of his or her qualifications, abilities, and seniority. In the event that the employee's classification is affected by a staff reduction during the employee's leave, the employee shall, for all purposes associated with the staff reduction (including but not limited to any notice requirements), be treated as if he or she was at work and actively employed.

(15.10) Any employee on a leave of absence for Union business of up to (2) months in duration granted by the Employer under the collective agreement shall continue to receive regular salary, pension coverage and the benefits listed below for the period of the leave of absence, subject to the employee continuing to have all regular deductions made from his or her salary on account of such pension and benefits. The Employer shall invoice the Union for the employee's regular salary and the Employer's cost of such pension coverage and benefits for the employee during the period of the leave. The Union shall pay all invoices promptly when rendered. The benefits to be continued are as follows:

- Group Life Insurance Plan
- Provincial Health Insurance
- Extended Health Care Plan
- Vision Care Plan
- Hospitalization Plan
- Dental Plan
- Accident Insurance
- Long Term Disability Plan

(15.11) It is understood that employees are entitled to unpaid leave for family emergencies totaling 10 days per year under the Employment Standards Act. It is further understood that the use of paid leave for family emergencies granted under the collective agreement shall be counted as part of this entitlement and to the extent possible, used prior to the use of unpaid days. For further clarity, the parties agree to the following protocol.

Employees, prior to using unpaid leave must first use their paid leave for Family Emergency under Article 15.07 of the Collective Agreement.

It is further understood that should an employee be required to use paid bereavement leave under Article 15.05 of the Collective Agreement in any calendar year, such leave shall be taken prior to using unpaid days. The number of days used under either Article 15.05 or 15.07 shall be deducted from the total annual entitlement under the ESA.

Notwithstanding the foregoing, this letter shall not be interpreted to deny an employee access to bereavement leave to which he or she is entitled under the Collective Agreement.

## **ARTICLE 16 - PART-TIME, TEMPORARY EMPLOYEES AND INTERNS**

(16.01) A part-time employee is one who is hired or returns from sick leave to work regularly not more than twenty-eight (28) hours (80%) in the work week. Any part-time employee may work the hours of a regular full-time employee to cover vacations as provided in (a) below without affecting his or her part-time status and every effort will be made to first offer such work to regular part-time employees. A temporary employee is one employed for full or part-time work:

(a) for a period of up to five (5) months to cover for vacations; or a period of up to four (4) months, plus one (1) month in segments of not less than five (5) working days;

(b) to cover an approved leave of absence, including sickness, for the duration of such absence;

(c) for special projects for periods up to 24 months. The Union shall be notified in writing as to the reason for such employment, and its expected duration when known. If, within four (4) weeks of the end of employment as a temporary employee, an individual is re-hired as either a regular or temporary employee, the employee's service shall be deemed to be continuous. At the end of the 24-month period and if the employer wants to continue the employment of such individual, the individual shall automatically become a permanent employee.

(16.02) Temporary employees shall not be employed for work normally or appropriately performed by regular full-time employees, where, in effect, such employment would eliminate or displace a regular or full-time employee.

(16.03)(a) Part-time and temporary employees who have completed their probationary period are covered by all provisions of this contract, except those for which eligibility is regular full-time employment. Part-time employees shall receive extended health and dental benefits as outlined in Appendix A of this Agreement for those benefits listed in Appendix A. Temporary employees hired for twelve (12) months or more are eligible for extended health and dental benefits. Temporary employees hired for a period of less than twelve (12) months are not eligible for extended health and dental benefits. Temporary employees hired on a series of contracts that extend beyond twelve months shall be eligible for extended health and dental benefits, provided that their employment is continuous and that eligibility for extended health and dental benefits commences at twelve months of employment.

(b) Temporary employees hired to cover for vacations during the period of April 15 to September 30 shall not be eligible for the Extended Health Care, Semi-Private Hospitalization, Dental and Long Term Disability Plans unless such an employee is eligible based on service prior to commencing the employment to cover for such vacations, i.e. the total length of temporary assignment exceeds twelve (12) months.

(c) Temporary employee contracts may be terminated with 2 weeks notice at the sole discretion of the employer.

(16.04) Part-time employees shall be paid on an hourly basis equivalent to the weekly minimum salary provided for their classification and experience.

(16.05) A part-time employee shall advance on the schedule of minimum salaries and shall receive all benefits depending on length of service according to the length of his or her employment with the Employer, and not according to the actual hours worked.

(16.06) The Union agrees that the Employer may continue to utilize staff from temporary employment agencies to cover unexpected peak load situations, short-term coverage of employees absent due to illness, and other projects of short duration for which hiring employees would not be feasible or practical.

(16.07)(a) The Employer may hire up to five on-call employees. Such employees shall be used only for short-term durations such as illness and peak load situations. No on-call employee shall work regularly scheduled hours beyond a one (1) month period.

(b) Where feasible and practical, Part-time employees shall be first offered work deemed appropriate for on-call employees. Additional hours of such work performed by a part-time employee shall not effect his or her status.

(c) On-Call employees will be paid the start rate of the appropriate classification and shall be included within the bargaining unit. (The union wishes to discuss which other sections of the collective agreement may apply to such employees).

On-Call employees are covered by articles 1,2,3,8,9,18,19,23,24,25.

## **ARTICLE 17 - TRANSFERS**

(17.01) The Employer agrees not to transfer a sales employee to a position outside the bargaining unit without the employee's consent. An employee will not be penalized for refusing to accept such a transfer.

For other than sales employees, the Employer agrees not to transfer an employee to a position outside the bargaining unit without the employee's consent except where a surplus condition exists in the classification from which the Employer wishes to make the transfer. Where a surplus exists, the Employer will first seek volunteers within the affected classification willing to accept the transfer. In the event that there are no volunteers who in the

opinion of the Employer are capable of performing the work required, it will transfer the most junior employee from the affected classification who in the opinion of the Employer is capable of performing the work required, provided that the classification to which the employee is to be transferred is in a Union bargaining unit and provided the employees remaining in the affected classification are in the opinion of the Employer capable of performing the work remaining.

(17.02) The Employer shall make every effort not to transfer an employee against his or her wishes to another classification. A complaint by an employee about such a transfer shall be dealt with, if necessary, under the provisions of the grievance procedure. There will be no reduction in salary or impairment of benefits for anyone so transferred, except upon the mutual agreement of the employee, Employer and the Union.

An employee transferred to a higher classification and found unsuitable for that classification shall be restored after not more than four months to his or her previous classification and salary.

## **ARTICLE 18 - GRIEVANCE PROCEDURE**

(18.01) The Union shall designate a committee of its own choosing, including not more than three employees, to deal with the Employer or his or her authorized agent on any matter arising from the application of this Agreement or affecting the relations of the employees and the Employer.

(18.02) The parties agree to meet within five days after request for such meeting. Efforts to adjust grievances shall be made on Company time. The parties agree that the processing of grievances, including referrals to arbitration, shall be carried out as promptly as is reasonably possible.

(18.03) Any matter, except renewal of this contract may be a difference between the parties and if not satisfactorily settled within thirty (30) days of its first consideration may be submitted by either party to final and binding arbitration. Any such matter not referred to arbitration within ninety (90) days of its first consideration shall not be arbitrable. Within ten (10) days of requesting arbitration, both parties will submit the names of their preferred arbitrators, and a single arbitrator will be selected upon mutual consent of the parties. Any of the aforementioned time limits may be extended by mutual consent of the parties to this Agreement.

(18.04) The expense of the single party arbitrator shall be borne equally by the Employer and the Union, except that neither party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

(18.05) Notwithstanding the thirty (30) day time limit specified in Section 18.03, either party may refer to final and binding arbitration a grievance arising out of a dismissal of an employee that is not satisfactorily settled within fifteen (15) days of the date of such dismissal.

(18.06) An arbitrator shall have no power to modify, amend or add to the terms of this Agreement, nor to make any decision inconsistent therewith.

## **ARTICLE 19 - HIRING**

(19.01) The Employer shall post notices of vacancies within the Union's bargaining units for at least seven (7) days. Such notices shall use the proper classification title under this Agreement to describe the job where applicable and shall specify, the duties and if not specified in the contract, the salary grid and that premiums or bonuses are paid for the position. Advertising for candidates to fill such vacancies may commence no sooner than the first day of posting of the notice. Copies of such notices shall be sent to the Union office.

(19.02) It is agreed that the Employer will post vacant positions within each of the Telemarketing Sales Representative, Brand Partnership Manager, National Hybrid Account Manager, Special Reports Associate, National Digital Account Manager, National Print Account Manager, Program Manager, and Retail and Local Direct Account Manager classifications for employees currently in the same classification and make its best efforts to refrain from moving employees between positions in each of those classifications without the consent of the employee(s) affected.

It is expressly understood that the Employer may vary from these practices when they would prevent the Employer from allocating staff as it requires.

(19.03) The Employer agrees to interview all applicants from within the Union's bargaining units. The Employer shall notify the applicants of the hiring decision before a general announcement is made. Applicants shall be

notified of the status of their application within thirty (30) days and shall also be advised by the Employer of the reasons as to why they were not selected as the successful applicant. Upon request an employee may have a Union representative at such a meeting.

(19.04) It is agreed that in a grievance concerning the Employer's hiring decision, an arbitrator shall only have jurisdiction to determine if the Employer made the decision in an arbitrary, discriminatory or bad faith manner.

(19.05) A New Venture is a new product or service, which The Globe is not currently offering, intends now to operate and has not produced or offered during the previous six (6) months.

The Employer cannot hire staff into a new venture without first consulting with the Unit Chair, Unifor Local 87-M. Any disagreements regarding the authenticity of a new venture, not meeting the above definition, shall be referred to Arbitration. The Employer may implement their plans pending a formal decision through the Arbitration process.

During the first two years of operation of a new venture, dismissals of new Advertising employees who were hired to and are working on the new venture shall be made only when, in the opinion of the Employer, failure to reduce the staff would adversely affect the efficiency of the new venture operation. When a new employee is hired to work on a new venture, the Employer shall inform the person of this provision in writing at the time an offer of employment is made and notify the Union Unit Chairperson of the hiring immediately.

When a dismissal is to occur pursuant to the above provision, a new employee who was hired to and is working on the new venture shall not have the right to bump or displace an employee to whom the first sentence of Article 21.03 applies. When a dismissal is to occur amongst employees to whom the first sentence of Article 21.03 applies, such employees shall not have the right to bump or displace a new employee who was hired to and is working on a new venture, during the first two years of operation of the new venture.

An employee who transfers to a position at a new venture shall be entitled, unless employee agrees otherwise, to return to their previous classification

and the section of the operations that they worked in prior to the transfer to the new venture when the Employer transfers such an employee out of the new venture because of a reduction in staff at the new venture during its first two years of operation. Should such classification or section of the operations no longer exist, the employee shall be entitled, unless the employee agrees otherwise, to return to a position comparable to the position he held prior to the transfer to the new venture.

Any new employee hired to replace a vacancy caused by an employee transfer to a new venture will be deemed temporary to a maximum of two years.

Where a new product is produced that encompasses the reconstituting of an earlier product but still fits the definition of a New Venture, it is understood that employees working on the earlier product shall be offered first opportunity at positions within the New Venture.

The start of the New Venture shall be deemed to be the date of hire of the first New Venture employee. Two years following that date the New Venture language shall no longer apply and all employees will be covered by all provisions of the collective agreement, with seniority dates as of the date of hire into the New Venture, except where an employee has been transferred and their date and seniority shall be that date held prior to the transfer into the new venture.

## **ARTICLE 20 – DISCIPLINE AND DISCHARGE**

(20.01) Employees shall have the right to examine the Employer's Human Resource and/or Departmental personnel file, if any, on the employee during business hours, to obtain copies of anything contained therein, and to have recorded in the file the employee's comments on anything contained in the file.

(20.02) New employees shall be considered probationary employees for the first three months of their employment. The probationary period for part-time employees hired after the date of signing of this Agreement shall be thirty (30) shifts. When a temporary employee is hired as a regular full-time employee in the same job classification within four weeks of the end of his or her temporary employment, his or her probation shall be reduced by the length of his or her temporary employment. The probationary period may be



extended, by mutual agreement, up to a further period of three months. There shall be a new three months' probationary period for a new employee found unsuitable within his or her first three months if the Employer tries him in another category or job classification. In such cases the Employer will give notice to the Union. Probationary employees may be dismissed for any reason prior to the successful completion of their probationary period, whether extended or not, provided the Employer does not act in bad faith or in contravention of any provisions of this Agreement. It is agreed that the standard for dismissing probationary employees as reflected in this Article is a lesser standard within the meaning of the Labour Relations Act.

(20.03) This will confirm our agreement with respect to the annual written performance assessment.

The annual performance assessment will provide space for employees to assess their own work performance using the same criteria as the supervisor. Employees shall have an opportunity to complete those portions of the assessment before discussing the assessment with their supervisor. The assessment will also provide space for employees to respond to and/or comment on the supervisor's assessment of their performance.

The employee will be given a copy of the annual written performance assessment after it has been completed.

Upon request by an employee, the Department Head and/or a representative of the Human Resources Department will meet with the employee, and a Union representative if requested by the employee, to discuss concern raised about the employee's performance assessment.

The results of the annual performance assessment shall not be referred to or used by the Employer in taking any disciplinary action or in issuing a formal non-disciplinary warning nor in the arbitration of a grievance against any disciplinary action or formal non-disciplinary warning except to show the employee has had the standards or performance contained therein drawn to his or her attention.

Before issuing a formal warning to an employee for alleged unsatisfactory performance of their job, the Employer will provide coaching and counselling as deemed necessary to assist the employee to meet the standard(s) of performance. The parties agree that the Employer will use the

Performance Improvement Plan (PIP) to provide coaching and counselling to manage the employee's performance as per Appendix C.

(20.04) The Employer agrees to make a reasonable effort to notify a steward prior to any meeting at which an employee has the right to have a steward present. Any failure to so notify a steward shall not affect the validity of any action taken against an employee at or after such a meeting.

(20.05) Employees shall have the right to have a steward present at any disciplinary or dismissal meeting with the Employer, any meeting with the Employer concerning a warning for absenteeism, and any meeting called with the employee to investigate alleged serious misconduct on the part of the employee where, because of the circumstances of the alleged misconduct, it is likely that a suspension or dismissal would be imposed. The Employer shall advise the employee of this right prior to such a meeting.

(20.06) Employees shall be notified in writing of the grounds for any written warning, suspension or dismissal with a copy to the Union in the case of a final warning, suspension or dismissal.

Where practicable, before disciplining or dismissing an employee, the Employer will endeavour to give the employee an opportunity to provide an explanation.

## **ARTICLE 21 – SECURITY AND SEVERANCE PAY**

(21.01) There shall be no dismissal or any form of discipline of employees except for just and sufficient cause, subject to or Section 20.02.

No disciplinary action or dismissal may be based upon listening to an employee's work on the telephone unless the employee has been specifically advised that his individual work performance is being monitored in this manner.

(21.02) Termination notice will be in accordance with the provisions of The Employment Standards Act of Ontario and there will be a minimum of eight (8) weeks' notice in all cases. In the case of a dismissal for alleged incompetence, at least two (2) weeks' notice will be given and one (1) week's notice will be given for any other dismissal except dismissal for gross misconduct, in which case no advance notice of dismissal need be

given. Termination notice shall be in writing to the employee with a copy to the Union and shall give the reason for the dismissal.

(21.03)(a) Dismissals shall be made by the Employer when in its sole discretion it is determined that it is in the best interests of the business to do so. In such circumstances, before any such dismissals are made, the Employer and the Union will discuss other means of effecting necessary economies.

(b) There shall be no dismissals for a period of three weeks after a decision to reduce the force has been made in accordance with 21.03(a). During this time, employees in the classifications involved may offer to resign in return for severance pay. Such a resignation will be effective eight (8) weeks after the offer to resign is accepted. The Employer may release the employee sooner provided the employee is paid until the effective date of the resignation.

(c) The offers to resign will be accepted in the order of the total length of service of the employees from the affected classification, provided that the Employer may refuse an employee's offer if those remaining in the classification would not have the skill, ability, knowledge and experience to perform the work required. The Employer shall not be required to accept offers from more than the number of employees the Employer seeks to reduce in the affected classification. The number of employees to be dismissed shall be reduced accordingly.

(d) Employees will be dismissed within each classification on the basis of the reverse order of their total length of service since last hired provided the skill, ability, knowledge and experience of the employees concerned are relatively equal and provided those remaining are qualified to perform the work required. Classification means a job classification listed within a wage group in Article 9 - Wages.

(e) The Employer will transfer an employee who has received notice of dismissal, at the request of such employee, to replace the least senior employee in another classification in the same wage group or a lower wage group at the same geographic location as the employee requesting the transfer, provided the employee has the skill, ability, knowledge and experience to perform the work required after a brief familiarization period and has more seniority than the employee to be replaced. For the purpose of

this provision, wage group C shall be deemed to be a higher wage group than wage groups D and E.

(f) An employee displaced in accordance with the foregoing may be similarly transferred under the provisions of subsection (e) above.

(g) An employee transferred to a lower classification shall be paid the top minimum for that classification. If that would result in an increase in salary for the employee, the employee shall be paid the minimum salary in the lower classification which is equivalent to or next lower than the employee's salary, if there is such a minimum salary in the lower classification. However, an employee who has the employment experience in comparable work to qualify for a higher minimum salary in the lower classification shall be paid accordingly.

(h) The employees ultimately dismissed shall be entitled to severance pay provided by Section 21.13(a).

(i) The Company reserves the right to contract out work, even if such contracting out results in layoffs. Employees laid off as a result of the contracting out of work will obtain a severance package in accordance with Section 21.14 of the Collective Agreement. In such circumstances, before any such decisions to contract out are made, the Employer must give the union 90 days' notice prior to the actual contracting out date and the Employer and the Union will discuss other means of effecting necessary economies.

(21.04) The Employer has a right to introduce and use new processes or new equipment or machinery. The Employer will provide three months' notice to the Union prior to the introduction of new processes or new types of equipment or machinery when such introduction would result in a reduction in staff (other than probationary employees at the time the notice is given). For employees hired prior to June 30, 1984, the Employer agrees to effect by attrition any reduction in staff resulting from the introduction of new processes or new equipment or machinery. The Employer will provide retraining to qualify the employees for relocation and such retraining will be at the time and expense of the Employer. There will be no reduction in salary for those dislocated by the introduction of new processes or new equipment or machinery. The Employer will notify the Union of any new

job classifications that are created as a result of the introduction of new processes, new equipment or machinery.

(21.05) Any employee dismissed under Section 21.03 or 21.04 shall, in the reverse order in which the dismissal was made, be offered the first opportunity to be rehired to a vacancy in the same classification from which the individual was dismissed, whenever a vacancy occurs in such classification within two (2) years of the date of the individual's dismissal.

(21.06) Any employee dismissed under Section 21.03 or 21.04 can take a severance package which will result in them foregoing all recall rights under the Collective Agreement, or they can stay on the recall list for two years and will receive a severance package if no job becomes available within two (2) years' time.

(21.07) Any individual who either refuses a position in the classification from which he was dismissed or has not been rehired by the Employer within two (2) years of the date of his or her dismissal automatically terminates his or her claim to further employment by the Employer. Such an individual shall have the right to refuse a temporary position or a position with a different status (i.e. full-time to part-time or part-time to full-time) or in a different geographic location than the position the employee was dismissed from without affecting his or her claim to further employment.

(21.08) When a vacancy develops which is not filled pursuant to Section 21.05 or 21.06, dismissed individuals who do not qualify for rehire to that classification under Section 21.05 or 21.06 shall be offered re-employment in the order of their overall seniority, if their competence to perform the duties of the job has been established to the satisfaction of the Employer. Any dismissed individual who accepts employment in a lower classification, however, retains his or her right to an opening in the classification from which he was dismissed in accordance with Section 20.05.

(21.09) To the extent permitted by the particular plan or benefit provisions, any employee who was dismissed under Section 21.03 or 21.04 and is rehired shall be credited with the length of service he previously accumulated in the employ of the Employer. In such cases severance pay accrual shall commence on the date of re-employment, provided there shall be no duplication of accrual credits in the event of re-employment.

(21.10) The Employer will provide to the Union notice of any offer of re-employment, and notice of the results thereof. Notice of an offer of re-employment shall be good and sufficient notice if delivered to the Union and the last address the employee (or the Union on behalf of the employee) has communicated to the Employer.

(21.11) There shall be no imposition of unreasonable duties upon any employee constituting in fact a speed-up.

(21.12) Any employee who has successfully completed a probationary period in a position at The Globe and Mail outside the bargaining unit and who is subsequently transferred into the bargaining unit shall not be required to serve a new probationary period except by mutual agreement. However, if the employee is found unsuitable for any reason within three (3) months of the transfer the employee may be returned to his or her previous classification and salary.

(21.13)(a) Upon dismissal to reduce staff, an employee shall receive cash severance pay in a lump sum equal to one (1) week's pay for every five (5) months' continuous service or major fraction thereof up to a maximum of fifty-two (52) weeks' salary. Such pay shall be computed at the salary which was being paid at the time of dismissal.

(b) Where the termination of employment provisions of section 13, subsection 1 or 2 of the Employment Standards Act of Ontario and the Regulation under Part II thereof, or any legislation in substitution or amendment that makes no substantial change thereof, are applicable, severance pay for affected employees upon dismissal will be calculated on the following basis:

(i) If an affected employee is required to work each week of the stipulated notice of termination period and provided he so works, severance pay will be calculated in accordance with Section 21.13(a).

(ii) If an affected employee is not required to work during all or a part of the stipulated notice period, the amount of severance pay will be reduced by the amount of pay the employee receives for that portion of the notice period that he was not required to work in excess of two weeks.

(c) The Employer agrees to include above scale salary and commission earnings in severance pay for involuntary separations.

(21.14) When dismissal to reduce staff is by reason of the introduction of new processes and/or equipment and/or methods, or skill redundancy the employee shall receive dismissal pay in a lump sum equal to one (1) week's pay for every five (5) months' continuous service or major fraction thereof up to a maximum of sixty-six (66) weeks' wages plus a further fifteen per cent (15%) of said lump sum plus a further five hundred dollars (\$500). When dismissal to reduce staff is by reason of contracting out, the employee shall receive dismissal pay in a lump sum equal to three (3) weeks' pay for every one year continuous service or major fraction thereof up to a maximum of sixty-six (66) weeks' wages plus a further fifteen per cent (15%) of said lump sum. For those employees who are age 50 or older and who have two (2) years of continuous service at the time of dismissal, they shall have the option of receiving this dismissal pay in salary continuation and if they so elect, the period of time for salary continuation payments shall be recognized as pensionable service under the pension plan and member and employer contributions will continue.

(21.15) The continuous service of an employee shall be deemed to be terminated if she/he:

- a) resigns;
- b) is discharged;
- c) is absent for two (2) or more scheduled days of work without notifying the Employer, unless she/he provides a reason satisfactory to the Company for her/his failure to notify the Employer;
- d) fails to return to work after an illness or accident after she/he is able to return to work based on substantiated medical evidence;
- e) is laid off for a period of twenty-four (24) months or longer;
- f) fails to notify the Employer within five (5) calendar days of receipt of notice of recall, or fails to report within five (5) calendar days from receipt of such notice, or at the date specified in the recall notice. The employer shall be reasonable in allowing up to five (5) more days in extenuating circumstances, such as the need to provide 10 working days of notice to an employer. Notice of recall will be confirmed by registered mail to the employee's last known address on file. Notice shall be deemed to be to have been received on the second day following registration;
- g) utilizes any leave of absence for a purpose other than that for which the leave was granted, or fails to return to work after expiry of a leave of absence.

## **ARTICLE 22 – NO STRIKE OR LOCKOUT**

(22.01) No employee shall be required to work at the office of or for another Toronto daily newspaper where there is a legal strike of the Union concerning employees in his classification.

Union members shall not be required to cross a picket line at the premises of the Employer because of a lawful strike by Union members who are employees in another Union bargaining unit of the Employer, provided such members exercise such option when first confronted by such picket line. Such Union members will not be paid for the time they are absent from work but their jobs will not be in jeopardy because they are exercising such option. Absence provided for in this Article shall not constitute breaks in continuity of service, but shall not be considered service time in the computation of benefits dependent upon length of service. The Employer shall not be liable for his share of financial benefits provided in this Agreement during such absence.

(22.02) As required by the Labour Relations Act, there shall be no strike or lockout as long as this Agreement continues to operate.

## **ARTICLE 23 - INFORMATION**

(23.01) The Employer shall supply the Union on signing, mid-contract, and again three months before the expiry of the Agreement, with a list containing the following information for all employees covered by this Agreement:

- (a) Name, sex, social insurance number, address, and telephone number if available.
- (b) Date of hiring and date of birth.
- (c) Classification.
- (d) Experience rating and experience anniversary
- (e) Salary, except on signing.
- (f) Commissions

(23.02) The Employer shall notify the Union monthly in writing of:

- (a) Step-up increases paid by name of the employee and effective date.
- (b) Changes in classification and effective date.
- (c) Resignations, retirements, deaths and any revisions in Section 23.01(d) above and effective dates.
- (d) The data specified in Section 23.01 for each new employee.



(23.03) The Employer shall provide the Union quarterly with the name, address and telephone number of each employee.

## **ARTICLE 24 - HEALTH AND SAFETY**

The Employer and the Union agree that a safe and healthy work environment is necessary to ensure the well-being of the employees.

(24.01) The Employer and the Union shall establish a joint committee to investigate all aspects of health and safety in connection with the operation of the newspaper. The committee shall be composed of an equal number of Employer and Union representatives. The committee shall have the power to investigate all suspected health and safety hazards and recommend corrective measures where required. The Employer will respond in writing to each recommendation of the Committee within a reasonable time. Union representatives to the committee shall be afforded such time off as is necessary to transact activities within the scope of the committee and they shall suffer no loss of wages.

(24.02) The Health and Safety Committee is presently operating under guidelines below. The guidelines may be changed by the Health and Safety Committee, and are subject to the requirements of the Occupational Health and Safety Act as amended.

1. The Joint Health and Safety Committee shall consist of not more than five members selected by the employer and five members selected by the union. Alternates may be allowed with the approval of the co-chairs. Names and work locations of all joint committee members, and alternates, shall be posted conspicuously in the workplace.

2. The regularly scheduled meeting of the committee shall be on the first Tuesday of each month. The date of the regularly scheduled meeting can be moved by less than 15 days as of right by either of the co-chairs. Any change in the date of the meeting of more than 14 days from the regularly scheduled meeting date must be agreed to by both co-chairs.

3. There shall be two co-chairs, one from the employer and one from the workers; and each shall assume the chair duties at alternate meetings of the committee. A co-chair may designate an alternate, who may or may not be a

Unifor Advertising 45

permanent member of the committee. The alternate may take on any of the responsibilities of the co-chair.

4. A co-chair may, with the consent and approval of his or her counterpart, invite any additional person(s) to attend the meeting to provide additional information and comment, but they shall not participate in the regular business of the meeting.

5. The members of the committee who represent workers shall designate one of the members representing workers to inspect the physical condition of the workplace, accompanied by a management member of the committee, not more often than once a month. Appropriate supervisors should be encouraged to accompany the inspections whenever possible. Where an emergency prevents an employer member from attending a scheduled inspection, the employer will designate another representative to accompany the worker member.

6. All health and safety concerns raised during the physical inspection will be recorded on an appropriate workplace inspection form and signed by both members of the inspection team.

7. The workplace inspection form will be forwarded to the committee and appropriate department manager and the manager of Human Resources within three days of the workplace inspection.

8. The employer will supply a secretary for the meetings of the committee to take minutes and be responsible for having the minutes typed, circulated and filed, where possible, within one calendar week of the meetings, or as the committee may from time to time require. Minutes of the meetings will be reviewed and edited where necessary by the co-chairs, then signed and circulated to all committee members and a copy forwarded to appropriate management committee members. Agenda items will be identified by a reference number and be readily available in a proper filing system. Names of committee members will not be used in the minutes except to record attendance.

9. The committee shall have a quorum of four members present in order to conduct business, of whom two shall be members of management. One chair must be present in order to conduct business. If a co-chair is absent,

the other co-chair will chair the meeting. The number of employer members shall not be greater than the number of worker members.

10. All items that are resolved or not will be reported in the minutes. Unresolved items will be placed on the agenda for the next meeting.

11. All employees will discuss their health and safety problems with their immediate supervisor, where practicable, before bringing them to the attention of the committee.

(24.03) An employee requiring leave to participate in a recognized programme for the treatment of drug or alcohol abuse shall be granted such leave as is necessary under the provisions of Article 13, subject to reasonable limits on the length and repetition of any such leave. Proof of participation in such recognized programme shall be submitted to the Employer.

(24.04) The parties are committed to undertaking initiatives with the goal of eliminating the incidence of Repetitive Strain Injury (RSI) in the workplace. To this end, a sub-committee of the joint health and safety committee is being established to investigate measures that can be taken to achieve viable solutions to this issue. The sub-committee will submit its recommendations to the Employer and those recommendations will be implemented insofar as they are reasonable and practicable.

(24.05) The Company has agreed to provide a fund of up to \$10,000 which the Union and the Company will jointly administer in order to defray the cost of RSI treatment for employees who have exceeded the monetary limits provided under the Employer's Extended Health Care benefit.

These annual limits shall be non-cumulative. Requests for treatment expenditures beyond the limit of the annual funds listed above shall be considered at the discretion of the Company which shall be exercised reasonably.

## **ARTICLE 25 – ADVERTISING ISSUES**

(25.01) Employees shall be free to engage in activities outside working hours, provided:

1) Such activities in no way reduce or impair the employee's ability to discharge his duties to the Employer and 2) That without written permission of the Employer no employee shall exploit his connection with the Employer in the course of such activities.

## APPENDIX A

	REGULAR PART-TIME	PART-TIME
DEFINITION	An employee who is regularly scheduled to work 21 hours or more but less than 28 hours a work week.	An employee who is scheduled to work less than 21 hours per week.
SICK LEAVE	Payment of full day's pay made only for those days scheduled to work but absent due to illness.	Not eligible, except employees on staff prior to December 19, 1983.
STATUTORY HOLIDAYS	If worked on the holiday, paid time and one half plus regular day's pay. If holiday is not worked, paid a day's pay for the holiday.	If worked on the holiday, paid time and one half. If holiday is not worked, employee paid a day's pay only if: -employed 3 months or more -has worked 12 days or more in the 4 week period immediately preceding the holiday. Or as calculated under the provisions of the Ontario Employment Standards Act which ever is greater. The ESA provisions are as follows:  Part-time employees shall receive holiday pay equal to the total amount of regular wages and vacation pay payable to the employee in the four weeks before the work week in which the public holiday occurred, divided by 20.
OHIP	Compulsory unless exempt. Paid 100% by Company.	Not eligible.
EXTENDED HEALTH CARE	Compulsory, unless otherwise covered under a spouse's plan. 80% of monthly premium paid for by the Employer.	Not eligible.
LONG-TERM DISABILITY INSURANCE	Compulsory. Effective April 1, 2003. Paid 100% by employee.  Benefit: 67% of the first \$3,000, plus 50% of the next \$2,500, plus 40% of the balance of monthly salary (based on the employee's salary calculated on the basis of the number of hours per week the employee is regularly scheduled to work) to a maximum benefit of \$10,000 per month. Excludes salary for all time worked in excess of the number of hours per week the employee is regularly scheduled to work as a part-time employee.  * While a regular part-time employee is temporarily working a 35-hour work week (e.g. summer vacation coverage) or temporarily working in a different classification, the employee will be entitled to LTD benefits based on the employee's salary for the classification the employee would be working in but for the temporary assignment, calculated on the basis of the number of hours per week the employee is regularly scheduled to work as a part time employee.	Not eligible.
DENTAL INSURANCE	Compulsory, unless otherwise covered under a spouse's plan. 80% of the monthly premium paid for by the Employer.	Not eligible.

## **APPENDIX B**

### **LETTERS OF UNDERSTANDING**

#### RE: GENDER PAY

The Employer agrees to discuss with the union during the term of this collective agreement equitable gender pay and make best efforts to deal with any inequities, should those inequities exist.

#### RE: PENSION

The Employer agrees to consider during the term of this collective agreement all pension options including CAAT with a view of determining what is in the best interests of the Employer and all the employees.

The Employer agrees to update and inform the Union as due diligence continues to be performed on all pension options.

The parties agree that any changes to the Pension Plan shall only be negotiated in the next round of bargaining, commencing the Spring of 2020.

#### RE: WOMEN'S ADVOCATE

Female employees may sometimes need to discuss matters such as violence or abuse at home or workplace harassment with another woman. They may also need to find out about specialized resources in the community such as counselors or other resources to assist them in dealing with these and other issues. Unifor may appoint at no cost to the Employer, a Women's Advocate from amongst the female bargaining unit employees who will meet with female members to discuss problems with them and refer them to the appropriate resources when necessary.

The Union will inform employees about the role of the Women's Advocate and provide contact information as to how the Women's Advocate can be contacted.

It is understood that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance

at work. When the company is considering disciplinary measures, the Parties agree that in the case of an employee who is in an abusive or violent personal situation, the circumstances surrounding the case will be taken into consideration, including adequate verification from a recognized professional (doctor, lawyer, professional counselor).

This will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

It is recognized that men sometimes find themselves in the same situations. The Women's Advocate will be able to help any member in need regardless of their gender identity or expression.

#### RE: MOMENT OF SILENCE

December 6th National Day of Remembrance and Action on Violence Against Women. The Company agrees to allow employees one (1) minute of silence at 14:00 on December 6th of each year in observation of the women killed in the Montreal Massacre.

#### RE: TRAINING

The Employer agrees to continue its current practice with respect to offering training opportunities to employees in the normal course of their duties. The parties agree that the Employer has the right to determine who has access to this training and the training program. Access to training shall not be unreasonably withheld by the Employer. The Employer and union will meet semi-annually to discuss future skill and training needs in the bargaining unit classifications and the Employer will make every reasonable effort to identify those training needs.

#### RE: ADVERTISING CAREER PATH

Further to discussions during bargaining the Employer confirms that the general career path for advertising employees who so desire is from ASR to Inside Sales Representative to Outside Sales Representative. Within the Outside Sales Representative Classification the career path progression is from desks of smaller sales volumes to those of larger sales volumes. Employees interested in moving within the department should make their desire known to the training manager.

## **APPENDIX C**

### **PERFORMANCE IMPROVEMENT PLAN**

The Performance Improvement Plan is based on the understanding that an employee, given clear direction and support, should be able to improve his or her performance.

When an employee is not working at a satisfactory level of performance, he/she will be given reasonable time and assistance to improve.

This is a remedial process and at no point will be viewed as disciplinary, so long as the employee cooperates with the process.

#### **IP.1**

An employee may be placed on a Performance Improvement Plan only after an initial meeting has taken place in which the manager and the employee have reviewed the duties, responsibilities and requirements of the employee's job, identified areas in which improvements are required, and established a course of action. An email should be sent from manager to employee confirming this conversation has occurred.

#### **IP.2**

At least one (1) month, but no more than three (3) months after this initial meeting, where it is identified that the employee still has an unsatisfactory level of performance and needs improvement, the employee's manager will advise the employee and the Union in writing at least five (5) business days in advance of the commencement of the process. The employee will have the right to be represented by the Union during any review meeting throughout this process.

##### **IP.2.1**

At the first meeting in the formal Performance Improvement Plan process, the manager will again review with the employee and provide in writing the duties, responsibilities and requirements of the employee's job, and identified areas in which improvements are required. The manager and the employee will discuss and establish the actions needed and develop an



action plan, but the manager has the final decision on the make-up of the plan. The action plan will identify the desired outcomes and the process required to achieve them. A written plan will be provided to the employee.

#### IP.2.2

The manager will keep documentation in the employee's file regarding any discussions concerning the employee's performance while the employee is involved in a Performance Improvement Plan.

#### IP.3

The process will include a monthly review for a period of 90 days and may be extended at the company's discretion up to six (6) months, during which the employee and the manager will jointly review the employee's progress towards meeting outcomes of the action plan and requirements of the job. If at any point, the employee is meeting the objectives of the action plan and requirements of the job on a continuing and consistent basis, as determined by the Company, this will be stated in writing and jointly signed off, thereby ending the Performance Improvement Plan. If the employee's performance is thereafter not meeting the Company's expectations after 90 days following the start of the Performance Improvement Plan, the following will occur:

Vacancies at the same or lower salary level will be canvassed in the employee's location. If a vacancy is found and if the employee has the qualifications, he/she will be placed in the vacancy without a posting. In the event of a placement at a lower salary group, the employee will be placed on the salary scale of the lower salary group at the step closest to but not more than their existing salary step.

If after the above-noted process has been followed and a position is found but refused, or if no position is found, the employee will be laid-off in accordance with notice and severance provisions of the collective agreement. Displacement and recall rights will not apply in such cases.

#### IP.4

All documentation pertaining to the Performance Improvement Plan shall be removed from an employee's file when the employee has completed eighteen (18) months of satisfactory performance.