

COLLECTIVE AGREEMENT  
BETWEEN



and its Local87-M  
SOUTHERN ONTARIO NEWSMEDIA GUILD

-AND-

POSTMEDIA NETWORK INC.  
National Post Editorial

Effective from July 19, 2021 to July 18, 2023

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## ARTICLE 1 - RECOGNITION

### 101

The Employer, National Post, a division of Postmedia Network Inc., recognizes Unifor and its Local 87-M, Southern Ontario Newsmedia Guild (hereinafter "the Union") as the exclusive bargaining agent for all editorial employees at the National Post in the City of Toronto, save and except managers and persons above the rank of manager and any additional positions exercising managerial functions or employed in a confidential capacity in matters relating to labour relations within the meaning of section 1(3) (b) of the Labour Relations Act.

### 102 Gender references

In this Collective Agreement it is presumed the terms of the collective agreement apply to all employees regardless of any gendered pronouns.

## ARTICLE 2 - DUES DEDUCTION

### 201 Union Membership Required

All employees in the bargaining unit who were members of the Union on October 22, 2020 or who join thereafter, shall as a condition of continued employment, be required to maintain their membership in good standing in the Union in accordance with its National constitution and Local by-laws for the duration of the Agreement.

### 202

All persons accepting employment in the bargaining unit on or after October 22, 2020 shall become union members within twenty (20) days from the date of commencing employment, and shall, as a condition of employment, remain union members in good standing for the period of this Agreement.

### 203

The Union agrees that it will admit to membership and retain in membership any employee in the bargaining unit, subject to the national constitution of Unifor and the by-laws of Unifor Local 87-M, Southern Ontario Newsmedia Guild.

### 204 Payment of regular Union dues

The Employer shall deduct the regular union dues from the employment earnings (excluding severance payments) of each employee in a pay period. The amount of regular union dues to be deducted shall be furnished to the Employer by the Union. The deducted dues shall be remitted to the Union no later than the fifteenth (15th) day of each month following the month in which the deductions are made with a statement showing the names of the employees from whom deductions have been made and the amount deducted. The amount of dues to be deducted may be amended by the Union upon giving the Employer fourteen (14) calendar days written notice. The new deductions will take effect on the pay day in the next week following the expiry of such notice.

### 205

In consideration for the Employer making deductions in accordance with this Article, the Union shall indemnify and save harmless the Employer, including agents and persons acting on its behalf, from any liability, claims or actions in any way connected with the deduction of union dues.

### 206 Union Dues - Special Assessments

The Employer agrees to deduct general assessments as required by the Union and to remit the total of individual deductions by cheque to the Treasurer of the Union before the end of the month following the month in which the deductions are made. As with the remittance of regular union dues provided for in clause 204, the Employer shall, when remitting assessments, give the names of the employees from whose pay deductions have been made.

### 207 Information for New Employees

The Employer shall advise new employees and employees who are transferred into the bargaining unit that a Collective Agreement is in effect and of the provisions of the Agreement with respect to deduction of union dues, and also advise such employees of the name of the Union's Unit Chairperson. The Employer shall advise the Union's Unit Chair in writing when an employee is hired or transferred into the bargaining unit.

### 208 Unifor Paid Education Leave

The Employer agrees to pay into a special fund an amount of three cents (\$.03) per hour for all compensated hours to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor  
Paid Education Leave Program  
115 Gordon Baker Road  
Toronto ON,  
M2H 0A8

The Employer shall approve Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

## ARTICLE 3 - UNION REPRESENTATION

### 301 Union stewards and officers

Upon notification in writing by the Union, the Employer will recognize three (3) stewards, including members of the Union Executive Committee, to service grievances in the manner provided under this Agreement. Furthermore, no more than two (2) of the stewards or officers may be away from the workplace at any given time.

### 302

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 their regular duties to service a grievance or attend a meeting with the Employer without first obtaining permission from their 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.



### 303

Stewards and Executive Committee members who do not absent themselves from regular duties unreasonably will be compensated at their regular salary plus applicable shift differential for time spent in attending meetings with the Employer (other than contract negotiation meetings) and in servicing grievances up to but not including arbitration. Such meetings will be scheduled during regular working hours whenever possible.

### 304 Bargaining Team

The Employer shall allow up to three (3) employees time off to attend meetings with the Employer for the purpose of negotiating a renewal of this Collective Agreement at no loss of regular pay. The Employer will also grant the Union bargaining committee reasonable time off to prepare for negotiations, provided reasonable notice is given. When such preparation time off is granted, the Employer will continue to pay bargaining committee members their regular salaries and the Union agrees to reimburse the employer for this expense.

### 305 Union Communications

The Employer shall provide the Union one bulletin board in the newsroom. The exact location and size of the bulletin board will be determined by the Company.

Employees shall be allowed to make reasonable use of the Employer's electronic mail system for union communications outside the employee's working hours. Union stewards and executive members may utilize the e-mail system during working hours for incidental purposes restricted to the administration of their duties as stewards or executive members.

Employees may use the e-mail system during working hours for the purpose of contacting a union steward or executive member to request assistance.

It is understood that the use of these company communication tools is intended to facilitate communications within the bargaining unit and is not meant to be used as a forum for personal attacks. All communications are to be with bargaining unit members only.

As a courtesy, it is agreed that the Union will provide the Director of Human Resources with a copy of electronic and/or posted bulletin board material.

### 306 Union-Management Committee

Union-management meetings for the purpose of discussing matters of mutual concern, excluding grievances, may be scheduled on an ad hoc basis as necessary, to be held during working hours when requested by either party provided there is a substantive agenda to discuss.

### 307 Union Meetings

The Employer may permit the Union's officers and stewards to hold Union meetings (including elections) at the workplace, subject to the availability of space and operational requirements.

## ARTICLE 4 - MANAGEMENT RIGHTS

### 401 Management reserved rights

The Union acknowledges that the management of the Employer's operations and direction of the employees are fixed exclusively with the Employer and, without restricting the generality of the foregoing, the Union acknowledges that subject to the provisions of this Agreement it is the exclusive function of the Employer:

- a) To hire, rehire, classify, assign, promote, demote, schedule, transfer, layoff, recall, suspend, discipline, or discharge employees, direct and control the work of the employees and its operation, to assign employees to shifts, and/or to increase and decrease the working force; and provided further that a claim by an employee who has attained seniority that they have been unjustly disciplined, including suspended or discharged without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
- b) To make, enforce, and alter from time to time rules and regulations to be observed by employees;
- c) To maintain standards, order, discipline and efficiency;
- d) Generally to manage operations, and without restricting the generality of the foregoing, to: select, install and require the operation of any equipment it decides it is necessary to use; to determine the kinds and locations of operations, equipment and material to be used; the work to be done; the methods and techniques of work; the schedules of work; number of employees to be employed; institute changes in jobs and job assignments; discontinue, reorganize, limit, combine, substitute any operation or part thereof; and, determine all other functions and prerogatives which shall remain solely with the Employer save and except as specifically limited by the express provisions of this Agreement.

The Employer agrees that, in the exercise of its rights, it shall act in a manner that is fair and reasonable and consistent with the terms and conditions of the Collective Agreement.

### 402 Restrictions on Performing Bargaining Unit Work

The Employer shall not assign to any person outside the bargaining unit covered by this Agreement any work now done by employees within the bargaining unit except to the extent performed prior to October 22, 2020.

For clarity, in the event of a layoff of an employee, this paragraph shall not prevent an editorial manager or other editorial employee contemplated in this Article from continuing to do bargaining unit work to the extent such work was being performed prior to the layoff.

Notwithstanding the above, and because of the type of work that is performed in the bargaining unit, both parties recognize that other Postmedia editorial employees and/or editorial management, in addition to their usual responsibilities, have historically posted content and performed tasks for publication in the National Post also done by employees covered by this Agreement.

The performance of such tasks by editorial employees/managers not covered by this Agreement does not constitute a transfer of jurisdiction from the Union.

#### 403 Students and/or Interns

Students are unpaid and must be provided to the newsroom as part of a recognized educational program.

The Employer agrees to prioritize consideration of BIPOC and other diversity candidates for these unpaid positions. Students shall not be a substitute for paid labour or bargaining unit employees.

In the event of a layoff of a member of the bargaining unit, the student may complete their program with the Employer.

Paid summer interns are a separate job classification that may be assigned some or all of the duties of other job classifications. The employer agrees to prioritize consideration of BIPOC and diversity candidates for those positions.

Paid interns will be paid 60% of the starting rate for their classification.

A summer intern shall be released from employment prior to the layoff of a permanent employee. In the event that a member of the bargaining unit remains within the recall period at the beginning of the intern summer period, any summer intern position must be offered first as a temporary position to the bargaining unit member on the basis of seniority, and if the position is accepted the bargaining unit member in question shall be paid no less than their former wage rate.

#### 404 Freelance

Except under extraordinary circumstances, the Employer shall not publish editorial content submitted by independent contractors that constitute a substitution for full-time or part-time bargaining unit positions and/or bargaining unit work. The nature of extraordinary circumstances shall include considerations of enterprise, exclusive access, first-person voice, specialized knowledge, frequency of contributions, proximity, timeliness, opinion and analysis and significant competitive advantage for the newspaper.

## ARTICLE 5 - NO STRIKE, NO LOCKOUT

### 501

The Employer agrees that during the term of this Agreement there will be no lockout as defined by the Labour Relations Act. The Union agrees that during the term of this Agreement there will be no strike as defined by the Labour Relations Act.

## ARTICLE 6 - GRIEVANCE PROCEDURE

### 601 Complaints and Grievances

An employee shall have the right to grieve any complaint arising from the application, interpretation, administration or alleged violation of this Agreement. It is understood that nothing contained in this Article is intended to preclude the informal discussion and review of employee concerns or complaints between employees and members of management. No employee shall have a grievance until the employee, with the assistance of a Union representative if so desired, has given their immediate supervisor an opportunity to resolve the complaint.

#### 602 STEP 1

It is the mutual desire of the parties hereto that grievances of employees be adjusted as quickly as possible and it is understood that if an employee has a grievance it shall be discussed with their supervisor within thirty (30) days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the grievor in order to give the supervisor an opportunity of adjusting the grievance. The discussion shall be between the employee and/or union steward, the supervisor and a representative of the Human Resources Department. The supervisor's response to the grievance shall be given within seven (7) days after such discussion.

#### 603 STEP 2

Failing settlement, the grievance may be taken up in the following manner and sequence provided it is presented within fifteen (15) days of the supervisor's reply to the grievance: the Union shall present a written grievance to the Editor-in-Chief or designate, setting forth the nature of the grievance, and the remedy sought. The Editor-in-Chief or designate shall arrange a meeting with the Union and a representative of the Human Resources Department within seven (7) days of the receipt of the grievance at which the grievor, in the case of an individual grievance, may attend, if requested by either party, and discuss the grievance. The Editor-in-Chief or designate may have such assistance at the meeting as is considered necessary. The Editor-in-Chief or designate will give the Union a decision in writing within seven (7) days following the meeting with a copy to the grievor.

#### 604

In the event the grievance has not been satisfactorily settled under the foregoing Grievance Procedure, the matter shall then, by notice in writing be given to the Employer within thirty (30) days of the date of the decision from the Editor-in-Chief or designate, be referred to arbitration as hereinafter provided.

#### 605 Binding arbitration of disputes

Any matter so referred to arbitration, including any question as to whether a matter is arbitrable, shall be heard by an independent arbitrator. The notice of the party referring the decision to arbitration shall contain the names of three neutral persons, any of whom it is prepared to accept as Arbitrator. The recipient of the notice shall within fourteen (14) days advise the other party of either its acceptance of one of the proposed persons as the arbitrator or shall suggest the names of other neutral persons it proposes to act as Arbitrator. If the recipient of the notice fails to respond, or if the two parties fail to agree upon a neutral person to act as Arbitrator within the time limits, the appointment shall be made by the Minister of Labour upon the request of either party. The Arbitrator shall hear and determine the matter and shall issue a decision. The decision shall be final and binding upon the parties and upon any employee affected by it.

Either party may, in the correspondence contemplated in Article 605 notify the other party of its suggestion to proceed before a Board of Arbitration. Provided both parties agree, an Arbitrator selected to proceed in accordance with Article 605 shall be appointed as chair of the Arbitration Board. Each party shall be responsible for naming its own nominee to the Arbitration Board and will advise the other party and the Chair of the name of its nominee. Where the parties have agreed to a Board of Arbitration, references in this article to Arbitrator will be read to mean Arbitration Board, where appropriate.

#### 606

The Arbitrator shall not be authorized to alter, modify or amend any part of the terms of this Agreement, or to make any decision inconsistent therewith.

No individual shall be selected as an arbitrator who has at any time been involved in attempting to resolve the grievance, or in the negotiation of this collective agreement, unless the parties mutually agree otherwise.

#### 607

The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the Chair and shall each pay the remuneration and expenses of its nominee. Neither party shall be obligated to pay any part of the cost of any stenographic transcript of an arbitration hearing without its express consent.

#### 608

The time limits imposed upon either party of any step in the Grievance Procedure may be extended by mutual agreement. A request for extension of the time limit made prior to the expiry of such time limit shall not be denied on an arbitrary basis.

#### 609

Where the Arbitration Board or Arbitrator determines that a disciplinary penalty or discharge is excessive, it may substitute such other penalty for the discipline or discharge as it considers just and reasonable in all the circumstances.

#### 610 Employer Grievance

The Employer shall have the right to file a grievance in writing signed by the Vice-President of Human Resources or designate, with the Union within thirty (30) days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the Employer. Failing settlement, a meeting will be held with the Union within seven (7) days of the presentation of the grievance and the Union shall give the Employer its written reply to the grievance in seven (7) days following the meeting. Failing settlement, such grievance may be referred to arbitration under this Article within thirty (30) days of the date the Employer received the Union's reply.

#### 611 Policy Grievance

The Union shall have the right to file a grievance in writing with the Editor-in-Chief within thirty (30) days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the Union. Failing settlement, a meeting will be held with the Union within seven (7) days of the presentation of the grievance and the Employer shall give the Union its written reply to the grievance in seven (7) days following the meeting. Failing settlement, such grievance may be referred to arbitration under this Article within thirty (30) days of the date the Union received the Employer's reply.

#### 612 Dismissal Grievance

Grievances involving the discharge or discipline of an employee may be submitted at Step 2 of the grievance procedure.

### 613 Group Grievance

If two (2) or more employees have the same individual grievance arising out of the same circumstances and based on the same incident, such grievances may be combined and treated as a Group grievance.

### 614 Definitions

For the purpose of this Agreement, "day" means a calendar day and "grievance" means a complaint arising from the interpretation, application, administration or alleged violation of the Agreement.

## ARTICLE 7 - SENIORITY & LAYOFF PROCEDURES

### 701 Seniority defined

Seniority shall mean continuous service in the bargaining unit for all employees hired into the bargaining unit after October 22, 2020. For employees in the bargaining unit as of October 22, 2020 seniority shall mean continuous service with Postmedia Inc. or its predecessors.

Notwithstanding the above, continuous service for the purpose of vacation and severance entitlements shall include all service with Postmedia properties and its predecessor employers.

Seniority for part-time employees shall accrue on the basis of hours worked.

### 702 Previous part-time service

In the event a part-time employee attains full-time employment status such employee shall be entitled to credit only for straight time hours worked in the period of their continuous service immediately preceding and contiguous (excepting a break in service up to and including 14 calendar days) to their attaining full-time employment status.

Credit for such part-time service shall be calculated assuming a 35 hour workweek. Having calculated the equivalent full-time service value of such part-time service the employee shall be awarded a new seniority date based upon the equivalent full-time service.

In the event that the above formula results in two or more employees having the same seniority date, shift fractions resulting from the above formula shall be used to determine the appropriate order of seniority.

### 703 Return to the bargaining unit

An employee who is in the bargaining unit but who then transfers to a position with the employer outside the bargaining unit for a continuous period of employment, and subsequently returns to the bargaining unit pursuant to Article 1501 shall have their seniority bridged and will receive credit for seniority accrued previously in the bargaining unit but not for subsequent continuous service outside the bargaining unit.

### 704 Previous temporary service

In the event that a temporary employee in the bargaining unit becomes a permanent employee they shall be credited with their continuous service as a temporary employee that is contiguous (excepting a break in service up to and including 14 calendar days) to their service as a permanent employee.

### 705 Seniority list

An up-to-date seniority list shall be provided to the Union once annually upon request.

### 706 Loss of seniority

A person shall lose all seniority and shall be deemed to have terminated employment with the Employer if they:

- a) retires or voluntarily quits the employ of the Employer; or
- b) is discharged and such discharge is not reversed through the Grievance Procedure; or
- c) is absent for three (3) consecutive working days without advising and providing reasonable justification to the Employer; or
- d) fails to return to work upon termination of an authorized leave of absence or fails to utilize a leave of absence for the purpose indicated at the time the leave of absence was granted unless a satisfactory reason is given to the Employer; or
- e) is absent due to layoff for more than twelve (12) consecutive months or;
- f) fails to notify the Employer of their intention to report for work within ten (10) days from the date of delivery by courier dispatch of a notice of recall to his last place of residence known to the Employer unless a satisfactory reason is given to the Employer; or
- g) fails to report to work after being recalled from layoff within fourteen (14) days of notifying the Employer of their intention to report for work, unless a satisfactory reason is given to the Employer.

### 707 Layoffs

The Employer may initiate involuntary layoffs of employees for reasons of increased productivity, technological advancements or improved organizational efficiency. In such circumstances, before any such layoffs are made, the employer will inform the Union at least seven (7) days in advance of its plans and discuss other means of effecting necessary economies or efficiencies.

### 708 Notice to Individuals

In the event of a layoff, the Employer shall give the employees concerned eight (8) weeks' notice of such layoff and, where possible, will endeavour to give greater notice of layoff. Should employees be required to leave before the notice period has expired, they will be paid for the rest of the notice period.

At least one week prior to notification to employees, the Employer shall meet and have discussions with the Union in connection with the layoff and the number of persons to be laid off in the affected job classifications.

### 709 Voluntary resignations

Once notices of layoff have been given to affected employees, the Employer shall advise the department's employees of its intent to layoff and accept submissions for voluntary resignations.

Employees must submit the voluntary resignation within two (2) weeks of the posting of the notice(s). Such employee(s) will be eligible for severance pay in accordance with Article 21 and will forfeit any rights to recall.

Voluntary resignations shall reduce the impact of layoffs, however, if a voluntary resignation is in a classification not subject to layoff, the Employer reserves the right to determine which classification's layoffs will be reduced.

The Employer has the discretion to change the timing of when the notice for voluntary resignations is posted; i.e. if the Employer wishes to post a notice for voluntary resignations before notices of layoff have been given to the affected employees, the Employer may do so.

#### 710 Layoffs by reverse seniority

Layoffs of any employee(s) within any classification shall be based upon inverse order of seniority provided those remaining are qualified to perform the work.

In the application of the above and for the purposes of layoff only, separate seniority lists shall be maintained for part-time employees and full-time employees working in the same classification.

A temporary employee shall be laid off before any permanent employee in the same classification is given notice of layoff, save and except where the provisions of 2406 regarding New Content Verticals apply.

#### 711 Bumping

An affected employee may bump the most junior employee in an equivalent (lateral) or lower classification provided they have performed the core duties of the job in the past. Any employee wishing to bump must do so within one (1) week of receiving their notice of layoff.

#### 712 New wage rate after bumping

An employee who bumps into a position in an equivalent or lower classification shall be paid their current rate or the equivalent maximum for that classification, whichever is less. It is understood that an employee bumping into another classification will accept all other conditions of that classification, including schedule.

#### 713 Bumping in Sequence

The person so displaced may exercise a similar right to bump in accordance with Article 711 within one (1) week.

#### 714

It is understood that all bumping will be completed within the three (3) week notice period as provided in Article 708.

#### 715 Bumping of Part-time employees

Full-time employees may bump part-time employees subject to the restrictions and provisions set out in Article 711. Part-time employees may not bump full-time employees.

#### 716 Seniority While on Layoff

During layoff, seniority shall not be broken but shall not accrue, subject to the time limits specified under Article 706 (e).



### 717 Recall to employment

Affected employees shall be offered reinstatement to employment in the classification, at the previous step on the wage grid, held prior to layoff on the basis of seniority, in reverse order of their layoff, provided they have the skills, qualifications, and ability to perform the available work, before other help may be employed. Notification of recall shall be by email to the address on the Employer's records with a copy sent to the Union. Recall rights will not extend for a period longer than twelve (12) months.

### 718 Recall to part-time or temporary employment

Full-time employees may decline recall to a part-time or temporary position without affecting their recall rights.

## ARTICLE 8 - LEAVES OF ABSENCE

### 801 Personal leave

The Employer may grant an employee's written request for an unpaid personal leave of absence. Such requests will be granted at the Employer's discretion and subject to the Employer's operational needs.

### 802 Union leave

The Employer will grant leave of absence without pay to not more than two (2) employees selected by the Union for the purpose of union business not in excess of one (1) week provided reasonable notice is given to the Employer. Leaves of absence for union business greater than one (1) week subject to Article 804, or with insufficient notice, shall be subject to operational requirements of the Employer. The Employer shall maintain the compensation of the employee on leave and the Union shall reimburse the employer for the full amount.

### 803 Political office

Employees who wish to run for public office in a municipal, provincial or federal election shall first obtain from the Employer a leave of absence without pay. If elected, the Employer may require the employee to resign.

### 804 Full-time Union officers

The Employer will grant an employee a leave of absence without pay or benefits to work in an official full-time capacity for the Union, or any labour council or congress. During this time period, the employee will continue to accrue bargaining unit seniority and advance on the wage grid. Pension plan service shall only accrue if the Employer's contributions are paid by the labour organization. The employee must give the Employer one (1) month notice in writing of such a leave, or of an election that may lead to the need for such a leave and, if operational concerns require it, up to two (2) weeks more notice after the election. No more than one (1) employee may be absent on this leave at any one time.

### 805 Professional Leave

The Employer may grant an employee extended leave without pay or benefits of up to one (1) year, for the purpose of education, teaching or personal journalistic projects, none of which may be in competition with the Employer. The Employer shall consider both operational requirements and employee interests. The first part of such leave will consist of all unused vacation and accumulated overtime and this part of the leave shall be with benefits. Extended leave may be renewed upon agreement between the Employer and the employee for an additional period of up to one (1) year. The Employer may limit the number of professional leaves taken at the same time or taken by a particular

employee. The Employer will use its best efforts to return the employee to the same or a comparable job on return from such leave. If such a job is not available, the employee will be given a job and be paid the regular salary they received at the time the leave commenced plus any applicable general salary increases. Where the Employer denies a requested leave, it shall provide a written explanation of the reasons for the denial to the employee.

#### 806 Effect on Seniority

The following conditions apply to leaves of absence in excess of one (1) month's duration granted under this Agreement other than union, maternity, adoption and paternity leaves of absence:

- a) there will be no loss of seniority or benefits as accrued to the beginning of such leaves, however seniority shall not accrue and benefits shall cease during such leaves;
- b) during such leaves the short term sickness income protection plan will not apply;
- c) pension plan contributions cease during such leaves;
- d) credited service for pension purposes will not accumulate during such leaves;
- e) time off for such leaves will not be counted as time worked for the purposes of vacation pay and it will be pro-rated accordingly.

#### 807 Family and Emergency Leave

The Company will consider an employee's request for a leave of absence due to a family emergency according to the following protocol:

##### Application and conditions

The entitlement leave must be a minimum of four (4) weeks and shall be no more than eight (8) weeks. An employee may make a special request for an extension of up to four (4) weeks.

An employee's request for an emergency leave will be granted at the Company's discretion and subject to the Company's operational needs. Limits may be placed, at the Company's discretion, on the number of employees in any one department able to take a family emergency leave during any period of time. Permissions will not unreasonably be withheld.

The Company may require employees taking a family or family emergency leave to provide medical or other evidence of the need for such leave.

##### Protocol for requesting and granting leave

Upon application in writing from the employee to the Department Head, a leave of absence to attend to a family emergency may be granted at the discretion of the Company for good and sufficient cause. The Department Head will respond to the employee's request within two (2) business days.

An employee must exhaust all available paid time off prior to taking an unpaid family emergency leave, excluding vacation entitlement from the current year.

Nothing described in the above, precludes the Company from granting additional time off, with or without pay, for compassionate reasons.

## ARTICLE 9 - BEREAVEMENT LEAVE

### 901

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

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

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

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

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

Part-time employees will be eligible for the above paid leaves on the basis of their average hours over the 4-week period immediately preceding the leave.

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

The employee may be granted additional bereavement leave without pay, at the discretion of the Employer. The employee shall notify the Employer as soon as possible following the death.

## ARTICLE 10 - JURY AND WITNESS LEAVE

### 1001

Should an employee be required on their regular work day to testify before an administrative tribunal, excluding any matter between the parties, court of law, coroner's inquest, Parliamentary Inquiry, or Royal Commission the employee will be paid regular salary plus applicable shift differential for the day. However, the employee will not be entitled to any pay under this Article if they are a party or principal in any of the aforementioned proceedings unless a party or principal as a result of performing the employee's proper duties for the Employer. The employee shall provide the Employer with a copy of the summons.

The Company shall pay an employee called for jury selection or called to serve on a jury the difference between a day's pay for each day the employee is absent from work and the total sum paid to the employee for such service. To be eligible for payment, the employee must notify their immediate department supervisor as soon as such notice is received, furnish a copy of the notice to appear and evidence of the amount of fees received.

## ARTICLE 11 - MATERNITY, PATERNITY, ADOPTION AND PARENTAL LEAVE

### 1101 Leave Granted

Pregnancy, maternity, paternity, adoption and parental leave shall be granted in accordance with the provisions of the employment standards in effect at the time of the leave.

### 1102 Conditions of Leave

The following conditions apply to pregnancy and parental leaves of absence granted under this Agreement:

- a) during such leaves the short-term sickness income protection plan will not apply;
- b) time off for such leaves will not be counted as time worked for the purposes of vacation pay and it will be pro-rated accordingly; notwithstanding the former, during the period of the leave to which the employee is entitled under the Employment Standards Act, vacation entitlement with pay will be accrued;
- c) there will be no loss of seniority;
- d) the employee will continue to participate in the benefit plans under Articles 19 and 20 of the Collective Agreement with the employee and Employer each continuing to make the usual contributions unless the employee elects in writing not to do so;
- e) arrangements between the Employer and employee suitable to the Employer for either pre-payment or regular payment during the leave, of employee contributions for pension and/or benefits coverage will be made in advance of the commencement of the leave.

### 1103 Supplementary Benefits

Effective January 19, 2023, the Employer will establish a supplemental unemployment benefit (SUB) plan. The SUB plan will provide a payment to an employee granted a leave under this article who has applied and qualified for pregnancy or parental benefits under the Employment Insurance Act, equal to the amount of the weekly employment insurance benefit they will receive, and paid for one week in the waiting period under the Employment Insurance Act. In addition to this payment, the employees shall receive an additional thirty-five (35) per cent of their regular weekly salary for the full seventeen (17) week period. An employee who terminates employment during or at the conclusion of pregnancy or parental leave, or less than one (1) month after completing such a leave shall reimburse the Employer for any SUB benefits which were received.

## ARTICLE 12 - HEALTH AND SAFETY

### 1201 Health and Safety Committee

The Employer shall make all reasonable efforts to maintain a healthy and safe workplace. The Union may appoint one (1) representative from the bargaining unit (and one alternate) to the Postmedia 365 Bloor St. East Joint Health and Safety Committee.

### 1202

A worker representative on the Committee will receive their regular salary plus applicable shift differential for time lost from scheduled work for attending meetings of the Joint Health and Safety Committee.

## ARTICLE 13 - INFORMATION

### 1301 Annual Information for Union

The Employer shall supply the Union once every twelve (12) months, with a list containing the following information for each employee in the bargaining unit:

- name and home address, personal email address and phone number;
- date of birth, date of hire, classification, status, regular salary, experience rating.

### 1302 Information Regarding New Hires

Within four (4) weeks after the hiring of a new employee, the Employer shall furnish the Union in writing with the data specified in the above Section of the Article.

### 1303 Monthly Information: Updates & Changes

The Employer shall supply the Union monthly with a list containing the following information:

- names of employees leaving the bargaining unit or taking leaves of absence without pay, the effective date, and the reason for leaving the Unit or taking a leave;
- changes in employees' contact information made known to the employer, salary, job classification, status, or return from a leave of absence without pay, indicating the effective date of the change.

## ARTICLE 14 - HOURS OF WORK

### 1401 Work Week

The normal work week for employees is thirty-five (35) hours over no greater than five (5) days excluding meal periods and the normal workday is seven (7) hours excluding meal periods. For the purpose of calculating the threshold for overtime entitlement, a workday or workweek includes those hours normally scheduled but not worked because of the employee's absence on paid leave.

### 1402 Consecutive Days Off

The Employer shall normally schedule employees for two consecutive days off in each week except for overtime shifts.

### 1403 Overtime

Overtime shall be worked when required.

All overtime must be pre-authorized by the Employer unless the manager is unresponsive to a timely employee request and news coverage will be lost. Claims for authorized overtime shall be submitted by the following the week in which overtime was worked, on forms provided by the Employer.

For full-time employees, all time required and authorized by the Employer in excess of the seven (7) hours in a day or thirty-five (35) hours in a work week shall be considered overtime and shall be paid at the rate of time and one-half. Part-time employees will receive the overtime rate after thirty-five (35) hours per week.

For time worked in excess of the hours in article 1401 for out of town assignments requiring travel to cover special events, and/or for assignments to continuous and extended coverage of election campaigns, the employee and the manager shall negotiate an arrangement for overtime pay or compensating time off at the premium rate of pay. The arrangement shall be fair and reasonable.

Notwithstanding the foregoing or article 1404, columnists, critics, and any employee engaged in continuous and extended assignment to sports reporting who work in excess of the hours in article 1401 shall negotiate with their manager an arrangement for compensating hours at the regular rate of pay. The arrangement shall be fair and reasonable.

#### 1404 Compensating Time Off

Authorized overtime worked may be compensated in cash or in time off, at the employee's discretion, in either case to be calculated at the appropriate contract rate for the overtime worked. When an employee's requests to be compensated for overtime worked in time off is granted, such time off must be arranged at a time which is agreeable to both the Employer and the employee within three (3) calendar months following the date upon which the overtime claim was filed. If it is not possible to arrange such time off at the mutual convenience of the Employer and the employee within the aforementioned three (3) calendar month period, the employee shall be compensated for the overtime worked in cash. Any job differential shall be included in the computation of overtime.

#### 1405 Call in Pay

An employee called back to the office or a news location shall be guaranteed at least four hours' pay at the overtime rate.

An employee contacted at home after a shift about editorial content they created which requires clarification, correction or a minor adjustment shall be deemed to be working within their regularly scheduled hours (provided they are not called back to the office).

Otherwise, any work required to be performed at home in excess of twenty (20) minutes shall be compensated at the premium rate for all time worked including the first twenty (20) minutes.

#### 1406 Additional shifts

An employee who is required to work an additional shift that results in them having worked more than 35 hours in a week shall receive the overtime rate for all work performed on that day with a minimum payment of four (4) hours at overtime premium.

#### 1407 Notice of Work Day Schedules

- a) The Employer will post work schedules of days and/or hours for employees at least two weeks in advance of the week for which they apply.
- b) Work schedules may be changed subject to the requirements of operations and affected employees will be advised in advance of the change as early as reasonably possible. If an employee is required to work on what otherwise would have been a scheduled day off and less than seven (7) days notice of such change is provided to the employee, they shall receive overtime premium for all work performed on that day unless the change has been made by mutual consent of the employee and the Employer.
- c) The Employer will provide a ten (10) hour interval following the completion of an employee's scheduled shift before the start of their next scheduled shift, unless waived by an employee.

## ARTICLE 15 - JOB VACANCIES, PROMOTIONS, AND TRANSFERS

### 1501 Posting of Job Vacancies

The Employer will post notice of all permanent vacant positions within the bargaining unit for a period of seven (7) days and agrees to consider an application from any bargaining unit employee or external candidate. Unsuccessful internal candidates, upon request, will be given an opportunity to meet with the Employer where they will be told why they did not receive the job.

The Employer agrees to prioritize consideration of BIPOC and other diversity candidates in the process of recruitment and selection.

It is the Employer's policy to encourage internal applicants for posted job vacancies. To put this into effect, the Employer shall continue to offer mentoring and/or training to bargaining unit employees who express an interest in this assistance.

### 1502 Job Opportunities

In awarding the position, the Employer must evaluate the skill, ability, and experience of the candidates. If the skill, ability, and experience of the leading internal candidates for the position are relatively equal seniority will determine the successful candidate.

However, where candidates are relatively equal, and one of the candidates is a BIPOC/Diversity candidate, the employer shall select the internal/external BIPOC/Diversity candidate regardless of seniority.

### 1503 Job Differential/ Placement on Wage Grid

Employees permanently transferred to a higher paid classification shall receive the salary rate on the wage grid of the higher classification next higher in dollars to the rate they received in the lower classification.

Employees temporarily assigned for a minimum of four (4) hours to a higher paid classification shall receive a premium of 5% higher than the employee's current salary for all hours worked in the higher classification or position.

### 1504 Return from Illness or Injury

- a) Where employees are medically able to return to work, the Employer shall first attempt to place an employee in their own position. If the employee cannot be accommodated in their former position, the search for suitable accommodation will expand to any/all suitable occupations.
- b) Should the successful return of an employee result in an overall addition to staff levels, the Employer fully maintains its right to adjust staff levels in accordance with prescribed protocols under the Collective Agreement.
- c) In the event that an employee is fit to return to work on a gradual basis, they shall be entitled to receive their salary for the proportion of the time worked and disability insurance for the portion of time not worked, based upon the employee's regular salary or hourly earnings. In any event, the total cannot exceed the employee's normal salary.

## ARTICLE 16 - DISCIPLINE AND DISCHARGE

### 1601 Just Cause

No employee who has completed their probationary period may be disciplined or dismissed except for just cause.

### 1602 Probationary Employees

An employee will be considered on probation until they have completed three (3) months of continuous employment with the Employer. In the case of a part-time employee, the length of the probationary period shall be determined by an equivalent number of shifts. The purpose of the probation is to evaluate the employee and provide feedback.

The Employer may after notification to the Union extend the probationary period for up to a maximum of three (3) additional months. In cases where a probationary period is extended, the Employer will notify the employee in writing.

Upon completion of such probationary period, the employee's name shall be placed on the appropriate seniority list and the employee's seniority shall date from the date of last hiring into a bargaining unit position.

The Employer may discharge a probationary employee for any reason provided the Employer identifies the performance issues to the employee and allows them an opportunity to correct them.

A probationary employee who is terminated (for any reason other than a layoff) shall not receive any notice or severance pay.

### 1603 Human Rights

The Company and the Union agree to comply with the Ontario Human Rights Code in all respects.

### 1604 Union activity

There shall be no discrimination against any employee because of lawful union activity. The Union and the Employer agree that no employee shall be discriminated against or harassed for reason of membership or non-membership.

### 1605 Personnel Files

Every employee shall have the right to inspect their personnel file after providing a 48-hour written request to Human Resources. For the sake of clarity this does not include files or documents developed in connection with the grievance procedure. An employee shall have the right to review or make a copy of the file in the presence of management.

### 1606 Disciplinary Interviews

When dealing with an employee's conduct that could result in discipline, suspension or discharge, the Employer shall advise any such potentially affected employee of their right to union representation. In doing so, the Employer agrees to make all reasonable efforts to secure union representation prior to commencing the interview.



### 1607 Notice of Discipline

Following a disciplinary interview(s) as described in Article 1606 above, and where the Employer now intends to discipline, suspend or discharge the employee, the Employer will ensure the employee and the Union are provided with written notice of such final action, including the general reasons for the disciplinary action. Where a final decision has not been concluded following the interview, the Employer shall render its final decision in writing as soon as possible after the interview and will include with such decisions the reason(s). The Employer agrees to provide the aforementioned decision to the Union at the same time as the employee.

Nothing in this agreement shall prohibit the Employer from removing an employee from the workplace during the course of such investigation and/or contemplation of suspension or discharge action described above.

### 1608 Copy to the Union

Written notice of dismissal or discharge for cause shall be sent to the Union at the same time as notice is given to the employee.

### 1609 Removal of Discipline

It is agreed that written letters of warning and reprimand shall be removed or be deemed to have been removed from an employee's personnel file twenty-four (24) months from the date of issue. Records of suspension(s) shall be removed or be deemed to have been removed thirty (30) months from the date of issue.

In the application of the above language, the time limit provisions will not apply should further discipline be imposed within the above-referred time periods. For added clarity, the disciplinary file will remain fully active in this instance for all progressive discipline purposes.

The foregoing will have no effect on the Employer's right to rely on past conduct beyond these time limits to establish that the employee knew or ought to have known the Employer's disciplinary rules.

## ARTICLE 17 – VACATION

### 1701 Amount of Paid Vacation

Employees shall accrue vacation at a rate based on continuous service as identified annually on September 1st to be taken during the current fiscal year (September 1 - August 31).

Vacation will accrue based on the employee's length of continuous service as follows:

Less than 1 year	accrue at a rate of 1.25 days/month
1 to 6 years	accrue at a rate of 1.25 days/month (3 weeks/year)
7 to 14 years	accrue at a rate of 1.67 days/month (4 weeks/year)
15 years and greater	accrue at a rate of 2.08 days/month (5 weeks/year)

All employees currently receiving vacation entitlement in excess of this schedule shall not have their entitlement diminished. However, it is understood that such employees will progress to the next level (where applicable) in accordance with 1701.

As provided by the language above, no new employees shall be granted vacation entitlement in excess of this schedule.

#### 1702 Where Paid Holiday or Illness Intervenes

An employee whose vacation time includes a recognized holiday(s) as defined in Article 18 shall receive an additional day(s) of vacation to be taken at a time mutually agreeable between the employee and their manager.

An employee who is ill or injured prior to commencing vacation may reschedule their vacation to a later date if the nature and severity of the employee's illness or injury will prevent the employee from making reasonable use of their vacation period. The Employer may require a satisfactory medical certificate verifying the nature, severity and duration of the illness or injury.

#### 1703 Scheduling of Vacation

Employees must schedule all of their vacation less five (5) days by May 1. By May 15 any vacation, less five (5) days, not scheduled will be scheduled by the employee's manager. Employees will have until July 1 to schedule the remaining five (5) days, however, if such days cannot be accommodated for operational reasons, they will be forfeited. Any vacation not taken by August 31 will be forfeited.

#### 1704 Carry-Over of Vacation

Exceptionally, and only with the approval of the employee's manager and Human Resources, an employee may request to carry over five (5) vacation days into the next year providing such days are used by November 30th. If such days are not used by November 30th they will be forfeited.

#### 1705 Vacation Credit Upon Termination of Employment

Employees shall take vacation in the year they earn it with the understanding that if an employee leaves the Company for any reason, other than involuntary layoff, and has not earned all the vacation time they have taken, the Company will deduct such amounts from any outstanding monies. If the amount to be reimbursed is greater than the outstanding monies, the employee shall agree to reimburse the employer with terms that are mutually acceptable.

If an employee is involuntarily laid-off, and has taken more vacation in that year than is earned at the time of layoff, they will be required to reimburse the Company 50% of the unearned vacation from any outstanding monies, including severance pay.

#### 1706 Vacation for part-time and temporary employees

Part-time and temporary employees will receive their vacation as a percentage of their earnings in accordance with the usual payroll schedule.

## ARTICLE 18- PAID HOLIDAYS

#### 1801

The following paid holidays are recognized:

New Year's Day; Good Friday; Victoria Day; Canada Day; Simcoe Day; Labour Day; Thanksgiving Day, Christmas Day, Boxing Day, Family Day.

Each employee is entitled to two (2) floating paid holidays in addition to the paid holidays recognized above to be scheduled at a time mutually agreeable between the employer and the employee. If an additional holiday is declared by government statute, the new holiday will also be recognized notwithstanding the floating holiday. An employee shall not be entitled to take pay in lieu of time off for this additional holiday. Floaters cannot be carried forward into the next year.

#### 1802

Employees who are normally scheduled to work on a day upon which a recognized holiday falls but are not required to work will receive their full weekly salary.

#### 1803 Premium Pay for Working on a Paid Holiday

Employees who are required to work on a paid holiday shall be paid at one and one-half times their straight time rate for hours worked in addition to receiving statutory holiday pay.

#### 1804 Holiday on regular day off

An employee whose regular day off falls on a recognized holiday shall receive an additional day off at another date mutually agreed by the Employer and the employee.

#### 1805 Overnight Shifts

It is understood that holiday shifts shall be those shifts which start within the twenty-four (24) hours which constitute the day of the holiday. It is understood that no employee shall be compensated under this Article for more than one such shift per holiday.

#### 1806 Payment of statutory holidays for part time and temporary employees

Part-time and temporary employees will be paid on a pro-rata basis for all statutory holidays in accordance with employment standards.

## ARTICLE 19 - BENEFITS

#### 1901 Benefits

The company group benefits plan in effect at the time of ratification shall continue to be provided to employees on the current basis and in accordance with the various plan texts.

#### 1902 Short Term Disability

In accordance with the Company's Short Term Disability Policy, an employee who has more than three (3) months of service but less than one (1) year of service who is absent because of illness or injury shall be paid salary continuance for up to the first week of absence followed by 70% salary for up to a further twenty-five (25) weeks of absence.

An employee who has more than one (1) year of service who is absent because of illness or injury shall be paid salary continuance for up to the first 4 weeks of the absence followed by 70% salary for up to a further 22 weeks of absence.

Medical certificates are required to qualify for disability benefits through the Employer's third party provider and a medical note may additionally be required for casual illness or absenteeism at the Employers' discretion. Medical certificates will be at the employee's expense.

In cases of casual illness or absenteeism, a medical note will be required when:

- a) The employee has an excessive record of absenteeism;
- b) The employee exhibits a pattern of absences; or
- c) The company has reasonable grounds to suspect that the illness was not legitimate;

In the event of a longer-term absence, or instances of a), b) or c), the Employer or a third-party adjudicator may require an employee to provide additional or supporting medical information for confidential review by the adjudicator. The cost of such documentation shall be the employer's responsibility in (a) but the employee's responsibility in (b) or (c). However if the legitimacy of the absences in b) or c) is sustained following disclosure of the supporting medical information, the employer shall reimburse the employee in full.

## ARTICLE 20 - PENSION

### 2001

Eligible employees shall participate in the CAAT DB Plus multi-employer retirement plan. Participation in the CAAT DB Plus multi-employer retirement plan is mandatory for full-time employees and optional for part-time employees who meet eligibility requirements.

Temporary employees are eligible to join the plan on an optional basis.

## ARTICLE 21 - SEVERANCE PAY

### 2101

Upon termination of employment pursuant to article 7, an employee is eligible for severance pay as follows:

- a) Option 1: lump-sum payment, employee gives up recall rights, maximum 78 weeks – based on 2.6 weeks' severance per year of service.
- b) Option 2: salary continuance, employee retains recall rights, maximum 78 weeks – based on 2.6 weeks' severance per year of service.

Under Option 2, employees shall have the option of continuing to receive health, dental and basic life insurance under the same terms and conditions, with the approval of the carrier, as prior to the layoff, to the end of the severance period. (It is understood that out of country coverage is not included in the health plan).

Under Option 2, the employer and the employee shall continue to make pension, CPP and EI contributions during the period of salary continuance.

It is understood the choice of option is made no later than employee's last day of work.

#### 2102

If a laid-off individual is recalled to work before the expiry of the number of weeks of severance pay paid for, the unearned severance pay shall be refunded to the Employer. Reasonable terms shall be arranged if required by the employee.

#### 2103

An individual who is recalled to work after having received some or all of the severance pay they were entitled to shall, if the employee becomes entitled to severance pay again, have deducted from their continuous service the amount of continuous service used to determine the amount of severance pay previously paid to the employee. This adjustment in continuous service shall be made only for the purpose of calculating future entitlement to severance pay.

#### 2104

There shall be no duplication or pyramiding of severance pay under the provisions of the Employment Standards Act. If severance pay is required to be paid under the Employment Standards Act, the amount of severance pay paid or payable under this Agreement shall be reduced by the amount of such statutory severance pay.

## ARTICLE 22 - WORK RELATED EXPENSES

### 2201 Authorized Expenses

The Employer shall reimburse an employee for all authorized expenses incurred in the service of the Employer.

Expenses not submitted within thirty (30) days following the end of the month they were incurred will be forfeited, unless an extension is agreed to by the Employer.

### 2202 Meals

Authorized expenses for meals will be reimbursed in accordance with the Corporate Travel Policy.

### 2203 Kilometer rate

The Employer shall provide a mileage allowance to employees who are authorized to use their automobile for Employer business at the rate of 41 cents per kilometer. Effective July 19, 2022 the rate shall be increased to 45 cents.

### 2204 Collision Deductibles

The Employer shall reimburse an employee for collision deductibles paid by the employee for an accident that occurs while discharging their duties, and where the employee is not convicted of a traffic infraction. The maximum amount will be \$500 per occurrence. It is understood that coverage shall include incidents of damage from vandalism or theft that occur on working days provided that the employee reports the incident on the same working day to both their supervisor and the police.

## 2205 Home Office Equipment

When an employee is required by the Employer to work from home on a permanent basis the Employer shall:

- a) Provide a one-time home office allowance of \$300 to purchase ancillary office/computer equipment. It is understood that this applies only to employees who have or who will transition from a Postmedia office to permanent work from home. For clarity, employees hired into Postmedia titles where employees are already working from home will not be eligible.
- b) Provide equipment and material required to do the job:
  - a desktop computer or laptop with camera and microphone, along with a mouse and mousepad.
  - an external microphone/headset if the employee's computer does not have a built-in microphone and they are not otherwise provided with a cell phone/phone subsidy.
  - equipment required to produce photojournalism, where deemed necessary by the Employer.
  - office supplies (e.g. printer ink, paper, pens, etc.)
  - any other equipment or material mutually agreed by the Employer and the Union as necessary to do the job.

The above does not disqualify the employee's entitlement to equipment, phones and or phone allowances according to current practice. However, it is understood that there will be no doubling-up of entitlement.

If working from home results in demonstrably increased costs that can be directly attributed to the performance of work for the Employer alternate arrangements or compensation may be made.

Employees required by the employer to work from home permanently may request, and will be provided, a T2200.

## ARTICLE 23 - EDITORIAL PROFESSIONAL ISSUES

### 2301 Advertorial Content

An employee shall not be required to create or edit editorial content for advertising or advertorial purposes. Special editorial sections are deemed not to be advertorial where the reporting follows similar guidelines to that of the regular newspaper.

### 2302 Liability

If an employee is the subject of a civil, criminal or administrative action as a result of the normal performance of their duties carried out in good faith, the Employer shall bear the cost of legal fees and disbursements and shall save the employee harmless with respect to any financial liability or loss of compensation. Legal counsel will be provided by the Employer.

### 2303 Bylines

With the exception of columns, the Employer shall not use an employee's byline, credit line or other forms of personal identification over their protest. It is understood that bylines or credit lines shall not be unreasonably withheld. Whenever substantial changes are made in a writer's story, the Employer will make a reasonable effort to discuss with the employee the proposed changes prior to publication, failing

which the byline or credit line shall not be used. If after discussing the issue there is disagreement, the byline shall not be used over the employee's protest.

#### 2304 Corrections, Apologies & Letters-to-the-Editor

Except where libel or legal action has been threatened or appears probable, the Employer will not publish a correction, apology, or letter to the editor in respect of an employee's work until a reasonable effort has been made to discuss the matter with the employee. To do this the Employer shall attempt to contact the employee by voice, text or email prior to the publication of such correction, apology or letter to the editor.

#### 2305 Disclosure of Sources

Except as required by the Editor in Chief or other senior editorial manager no employee shall be required to give up custody of or disclose any knowledge, editorial content, information, notes, records, documents, video, photographs or digital files or the sources thereof to any party other than the Editor in Chief, other senior editorial manager or the employer's legal counsel.

The Editor in Chief or other senior editorial manager agrees that the foregoing shall not be released to any other person or party except as required by a legal order by the court.

In the event of a joint publication with another news organization other than Postmedia Inc., the information above may be shared with the Editor in Chief, or other senior editorial manager, and legal counsel for the other news organization on the same conditions specified therein and provided the employee is consulted and the source consents.

#### 2306 Outside Activity

Employees shall be free to engage in any activities outside of working hours. The Employer may restrict such activities if they consist of service performed in direct competition with Postmedia Inc. and its affiliated media companies and result in a conflict of interest with respect to the employee's duties with the newspaper. In the event that the company consents to an employee engaging in outside activities that are otherwise prohibited by the article, the company may withdraw that consent with two weeks' notice the employee.

#### 2307 Staff Freelance Work

The Employer may continue to accept freelance editorial content from bargaining unit employees.

#### 2308 Copyright

On the basis of the rates of compensation established in this contract the Employer is the owner of all copyrights on all material produced by editorial employees during their employment with the National Post and has the full right to reproduce, publish, translate, broadcast, distribute, archive, sell or license this material in any manner, form or medium that the Employer chooses, including electronic form and Internet. It is agreed that any employee producing content or material waives any and all rights, including moral rights, with regard to that content or material.

## ARTICLE 24- PART-TIME & TEMPORARY EMPLOYEES

### 2401 Definition of Part-Time Employment

For the purpose of this Agreement, a part-time employee shall mean one who regularly works not more than 80% of the normal work week. A part-time employee who averages more than 80% of full-time work over a fifty-two (52) week period, excluding vacation leave and paid holidays taken (equal to the maximum entitlement) shall be deemed to have become a full-time employee.

### 2402 Part-Time Benefits

- a) A part-time employee is covered by all provisions of this Agreement, and shall receive proportionately all conditions of this Agreement unless expressly provided otherwise in this Agreement.
- b) For greater clarity concerning the application of Article 2401:
  - Part-time employees may participate in the pension plan according to provincial legislation and the plan text.
  - Part-time employees who have been continuously employed for fifty-two (52) consecutive weeks and have worked an average of fifteen (15) hours per week may participate in the Employer group benefit plans in accordance with the eligibility requirements of those plans.
  - Part-time Employees who have completed 700 hours of continuous service are eligible for STD benefits. Continuous service will be determined based on the actual hours worked.
  - Part-time employees are not entitled to floating holidays.
- c) In calculating experience for the purpose of regular step-up wage increases, part-time employees shall be credited with their actual hours worked. The conversion of hours worked shall be 1820 for each one-year step.

### 2403 Temporary Employees

A temporary employee is an employee who is hired:

- a) to cover a leave of absence for the duration of the leave;
- b) to cover an absence due to pregnancy, maternity, parental, sickness or disability for the duration of the absence up to twenty-four (24) months. The Employer may extend benefits to a temporary employee prior to one year of employment, and shall notify the Union in these circumstances; or
- c) for a temporary or special project for up to a six (6) month period, or up to 12 months, if mutually agreed between the Union and the Employer. Such agreement shall not be unreasonably withheld by the Union.

### 2404

The Union shall be notified in writing of the hiring of a temporary employee and the expected duration of and reason for the temporary position. A temporary employee whose services are no longer required may be terminated upon two weeks' written notice to the employee.

### 2405 Temporary Employee – Coverage of the Collective Agreement

Temporary employees shall not establish seniority under this Agreement.

Temporary employees shall be covered by all Articles of this Collective Agreement except Articles 7, 8, 10, 11, 15, 20 and 21. In addition, temporary employees are not entitled to floating holidays.



In calculating experience for the purpose of regular step-up wage increases temporary employees shall be credited with their actual hours worked. The conversion of hours worked shall be 1820 for each one year step.

#### 2406 New Content Verticals

A new content vertical is a new product the employer intends to operate that has not been produced or offered during the previous three years. It is agreed that such a product is a new business venture that requires staffing flexibility.

The Employer shall advise the Union in advance of hiring employees for the content vertical.

It is agreed that employees engaged for such a new vertical will be temporary employees for the first year of operation, with the employer retaining the ability to extend the temporary employment for an additional year. If the vertical continues operation for a third year, the employee will become a permanent employee of Postmedia and their previous service will be applied to their seniority as a member of the Union.

If layoffs occur in other areas of the newsroom laid off individuals would not have the ability to bump temporary employees in the vertical. If layoffs occur in the vertical laid off individuals may not bump into other classifications in the newsroom.

A permanent employee, who accepts a temporary assignment to a content vertical shall, in the event the content vertical ceases publications, be transferred back to their former classification in the main publication.

No permanent employee shall be laid off as a result of a redundancy of content between the vertical and the remainder of the publication.

## ARTICLE 25 – WAGES

#### 2501 Experience Rating Upon Hire

The Employer shall hire new employees at rates no less than the starting rate for each classification and may establish the new employee at a higher rate on the appropriate classification wage grid on the basis of experience and reputation.

#### 2502 Salaries Above Scale

- a) The basic salaries set out in the Salary Schedule are minimum salaries and it is agreed that the Employer may grant discretionary salary above the maximum salary rate in an employee's classification based upon individual merit and performance.
- b) There shall be no reduction of salary for the duration of the Collective Agreement except as provided in Article 7 (layoff). However, if an employee applies for a position with a lower salary scale they will be reclassified into that scale.
- c) The Employer shall disclose to the Union its wish to negotiate individual salary rates above scale, and the employee shall have the option to be represented by the Union in the following salary discussions. In any event, the Employer shall disclose to the Union the results of those discussions.
- d) Above scale salaries shall be increased by the same across the board salary increases as the remainder of the bargaining unit.

### 2503 Grid Advancement

An employee shall progress to the next highest step of the applicable salary schedule on their anniversary date.

If an employee moves into a new position that is in a different salary schedule, the start date of the new position will become the date on which future eligible grid movements would take place.

### 2504 Job Classifications

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 shall assign the classification and wage scale. If the Union does not agree with the Employer's assessment the matter may be referred to arbitration for a final and binding determination

## ARTICLE 26 – TERM OF AGREEMENT

### 2601 Term

This Agreement shall become effective (except as provided herein) on July 19, 2021 and shall expire July 18, 2023. It shall be binding upon the successors and assigns of both parties.

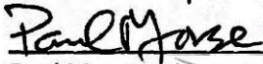
### 2602 Renewal


Within ninety (90) days prior to the termination of this Agreement, the Employer or the Union may open negotiations for a new Agreement to take effect upon the expiry of this present agreement.

Dated at Toronto this 8<sup>th</sup> day of December, 2021


**For the Union:**

  
\_\_\_\_\_  
Randy Kitt

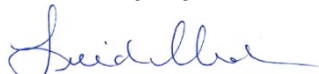
  
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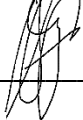
  
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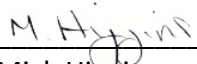
  
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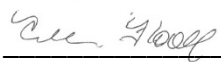
  
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Jake Edmiston

**For the Employer:**

  
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Lucinda Chodan

  
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William Roberts

  
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Mick Higgins

  
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Eileen Flood

  
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Margaret Simone

## Appendix A – National Post Wage Grid

	To Start	1 year	2 year	3 year	4 year	5 year	6 year	7 year	8 year	9 year	10 year	11 year
<b>Classification A: Senior Editor</b>												
<b>July 19, 2021</b>	\$64,800	\$66,800	\$68,800	\$70,800	\$72,800	\$74,800	\$76,800	\$78,800	\$80,800	\$82,800	\$84,800	
<b>July 19, 2022</b>	\$65,448	\$67,468	\$69,488	\$71,508	\$73,528	\$75,548	\$77,568	\$79,588	\$81,608	\$83,628	\$85,648	
<b>Classification B: Columnist, Critic</b>												
<b>July 19, 2021</b>	\$60,000	\$62,000	\$64,000	\$66,000	\$68,000	\$70,000	\$72,000	\$74,000	\$76,000	\$78,000	\$80,000	\$82,000
<b>July 19, 2022</b>	\$60,600	\$62,620	\$64,640	\$66,660	\$68,680	\$70,700	\$72,720	\$74,740	\$76,760	\$78,780	\$80,800	\$82,820
<b>Classification C: Reporter, Video Producer, Video Lead, Video Reporter, Designer, Photographer</b>												
<b>July 19, 2021</b>	\$59,800	\$61,800	\$63,800	\$65,800	\$67,800	\$69,800	\$71,800	\$73,800	\$75,800	\$77,800	\$79,800	\$81,800
<b>July 19, 2022</b>	\$60,398	\$62,418	\$64,438	\$66,458	\$68,478	\$70,498	\$72,518	\$74,538	\$76,558	\$78,578	\$80,598	\$82,618
<b>Classification D: Multimedia Editor</b>												
<b>July 19, 2021</b>	\$54,800	\$56,800	\$58,800	\$60,800	\$62,800	\$64,800	\$66,800	\$67,800				
<b>July 19, 2022</b>	\$55,348	\$57,368	\$59,388	\$61,408	\$63,428	\$65,448	\$67,468	\$68,478				

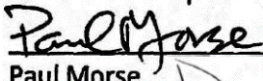
## LETTER OF UNDERSTANDING RE: ARTICLE 101


The parties agree that editorial employees of the National Post located in Ontario shall fall within the scope of the bargaining unit, except for employees engaged in journalism for the federal Parliamentary Bureau.

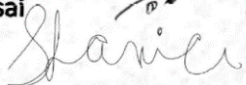
Dated at Toronto this 8<sup>th</sup> day of December, 2021


### For the Union:

  
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Randy Kitt

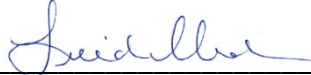
  
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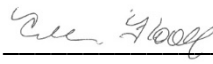
  
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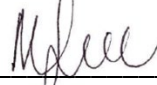
### For the Employer:

  
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Lucinda Chodan

  
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William Roberts

  
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Mick Higgins

  
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Eileen Flood

  
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Margaret Simone

## LETTER OF UNDERSTANDING RE: TRAINING

The parties agree that, in order to prosper, the Company must diversify the publishing of its media content and that it is beneficial to all employees to contribute to the success of that diversification.

It is clear that training in the new hardware, software and equipment necessary to implement various changes and processes associated with multi-media content is essential to that contribution.

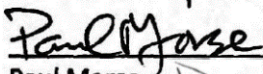
The Company is committed to continuing its efforts to provide the training required in regards to the implementation of new technologies and processes in as timely and equitable manner as practical, to the employees in the affected or relevant job classification(s).


To that end, the parties agree that the usage of the Union-Management Committee as outlined in Article 306 may be desirable on a periodic basis to discuss and deal with issues related to the above training requirements

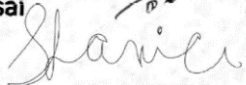
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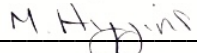
  
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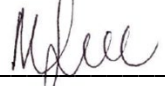
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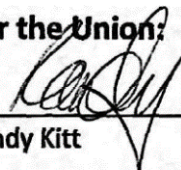
  
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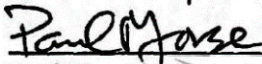
# LETTER OF UNDERSTANDING RE: REDUCED WORK WEEK OR JOB SHARING


The Employer shall consider employee requests for reduced work week or job sharing. Any agreements shall be negotiated with the Union.

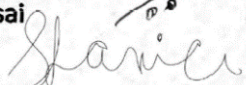
Dated at Toronto this 8<sup>th</sup> day of December, 2021

**For the Union:**

  
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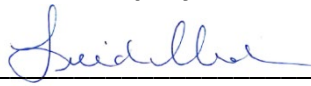
  
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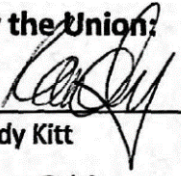
  
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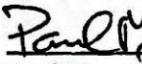
## LETTER OF UNDERSTANDING RE: VACATION

Employees who reach the 20-year service mark by July 18, 2023 shall be entitled to a sixth week of vacation.

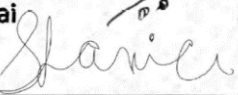
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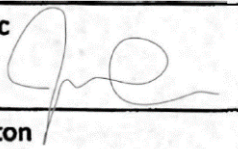
**For the Union:**

  
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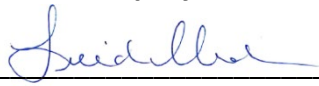
  
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Eileen Flood

  
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Margaret Simone



## LETTER OF UNDERSTANDING RE: DOMESTIC ABUSE

The Company and Union understand that employees are at times dealing with personal issues that affect their ability to function in their workplace.

As such, the Company and Union will develop a communication program to inform employees who may be victims of domestic violence or abuse to assist them in dealing with these and other personal issues.

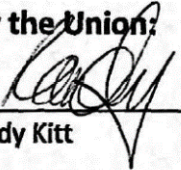
The Company will provide access to those employees who have requested further assistance with a third party provider who have staff to deal with such situations.


Individuals who are disabled and unable to work as a result of domestic violence or abuse will be eligible for paid time off subject to the terms and conditions of the Company's short term and long term disability plans. The Company will provide necessary accommodations to victims of domestic abuse.

The Company will recognize in its communication program that the Union may appoint an Anti-Domestic Violence Advocate and will allow reasonable paid time off for / to respond to calls / communications. Time spent by the advocate will be considered Union Business.

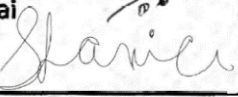
Dated at Toronto this 8<sup>th</sup> day of December, 2021

**For the Union:**

  
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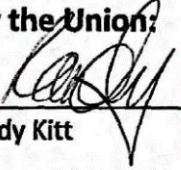
## LETTER OF UNDERSTANDING RE: ARTICLE 1103

In the event that the employer introduces a corporate policy providing employees with a maternity leave salary top-up prior to January 19, 2023 and the policy is reasonably equivalent or superior to the provisions of article 1103, the corporate policy shall be implemented for bargaining unit employees at the same time it is implemented as a corporate policy. In this case, article 1103 shall be deemed to have been amended to reflect the terms of the corporate policy. For clarity, the terms of the corporate policy shall prevail for the remaining term of the collective agreement.

If prior to the implementation of the provisions of article 1103 on January 19, 2023 a corporate plan is introduced, eligible bargaining unit employees may opt for coverage under such plan. However, it is understood that once covered under the corporate plan the employee will remain on the corporate plan for the duration of their leave.

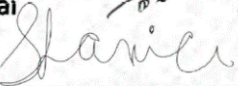
Dated at Toronto this 8<sup>th</sup> day of December, 2021

**For the Union:**

  
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Paul Morse

  
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