

MEMORANDUM OF AGREEMENT

BETWEEN

Kitchener Waterloo Record

And

UNIFOR LOCAL 87-M

**Editorial
Advertising
Circulation
Production**

January 1, 2019 – December 31, 2021

The undersigned representatives of the parties hereto agree to unanimously recommend to their respective principals the following terms of settlement for all matters in dispute and, upon ratification by their principals, execute a Collective Agreement incorporating the terms of the previous Collective Agreements that **expired December 31, 2018** with the amendments herein. The parties agree to honour any errors or omissions as negotiated.

For the Employer:

For the Union:

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Jamie Poehlman
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Jamie Poehlman

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Kelly Potts
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Kelly Potts

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Gary Ellis
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David Bebee

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Kim Burton

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Grant Soper
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Grant Soper

Dated at this 14th day of August, 2020

ALL AGREEMENTS

Preamble

THIS AGREEMENT IS MADE ON THE ~~16th day of December, 2016~~ **14th day of August, 2020** between The Waterloo Region Record, A division of Metroland Media Ltd, hereinafter known as the Employer, and Unifor Local 87-M, hereinafter known as the Union.

ARTICLE 4 – INFORMATION AND DUES DEDUCTION (Article 30 – Production)

- a) The Employer shall supply the Union, within thirty (30) days of signing of this agreement, with a list containing the following information for each member of the bargaining unit:
- i. Name
 - ii. Address
 - iii. Date of Hiring
 - iv. Classification
 - v. Status (full-time or part-time)
 - vi. Experience rating
 - vii. Experience anniversary
 - viii. Salary
 - ix. Telephone Number**
 - x. Cellular Number**
 - xi. Email Address**

ARTICLE 6 – SCHEDULES (Circulation) NEW (i)

The Employer recognizes the value to employees of having two consecutive days off and will continue its efforts to schedule consecutive days off while taking into consideration the requirements of the operation.

ARTICLE 10 – PAID HOLIDAYS

- a) All employees shall be entitled to the following holidays with full pay: New Year's Day, Family Day (~~effective January 1, 2008~~), Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

ARTICLE 12

- ~~a) The Employer shall, during the life of this agreement, maintain the Pension Plan in effect at the signing of this agreement or a plan providing at least equal benefits. The current pension plan will be closed to new members effective immediately (April 4, 2012). New employees will be eligible for entry into the Metroland Group RRSP/DPSP according to the terms of that plan. Current employees, who are not members of the DB pension plan, may choose to enter the new Group RRSP/DPSP.~~
- ~~b) Where the Employer maintains a Pension Committee, the Union shall be entitled to appoint up to two (2) employee representatives to the committee.~~
- ~~c) The Employer and the Union agree to form a joint pension committee made up of equal numbers from each party to facilitate communication between the Employer and employees regarding the pension plan.~~

Effective October 1, 2018 all members of the Metroland Defined Benefit Pension Plan were transferred to the CAAT DB Flex Plan. Effective January 1, 2019 all new employees will be required to join the CAAT DB Plus Pension Plan under the terms and conditions of that Plan. Current employees who are not members of the pension plan may choose to enter the DB Plus Plan, provided the eligibility criteria has been met.

The Employer shall, during the life of this agreement, maintain the Pension Plan in effect at the signing of this agreement or a plan providing at least equal benefits.

ARTICLE 13 – HEALTH AND SAFETY

- c) ~~The Employer agrees to provide computer terminal glare screens when requested.~~ Employees requiring glasses for computer terminal use will be reimbursed to a maximum of \$150 every two calendar years.

- d) ~~A pregnant employee who normally works on a computer terminal shall, upon request, be re-assigned to work that does not involve use of a computer terminal with no loss in pay when such work is available providing the employee is qualified to perform the work. When such work is not available, or if the employee is not qualified to perform the work, the employee may apply for and shall be granted a leave of absence without pay and benefits for the duration of the pregnancy. The Employer will consider a request from a pregnant employee to be allowed to perform her work with a method that does not involve the use of a computer terminal if such a method is practical.~~

ARTICLE 25 – PERSONAL INFORMATION (Article 24 Circulation)

- e) The Employer will remove references to disciplinary action from an employee's record after ~~twenty-four (24)~~ **eighteen (18)** months have elapsed, provided there has been no further disciplinary action taken during that time.

ARTICLE 29 – PART TIME EMPLOYEES (Circulation)

- g) A part-time employee shall advance on the salary grid according to all hours worked for the Employer. Part-time employees who work more than their normal scheduled hours shall be paid at the straight time rate for hours worked, and at the overtime rate when the daily hours worked exceed ~~eight (8)~~ **7.5** or when the total hours worked in the week exceed the normal hours for a full-time employee.

ARTICLE 31 – ~~HUMANITY FUND~~ SOCIAL JUSTICE FUND

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 employee shall notify the Employer of their intent to enrol in the Fund. The monies so deducted shall be remitted to the charitable foundation known as the Unifor Humanity Fund no later than the 15th 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. All such employee contributions to the Unifor ~~Humanity~~ **Social Justice** Fund shall be recorded on the employee's T4 Form.

SCHEDULE A - ADVERTISING COMMISSION PLAN OVERVIEW

- Base pay: \$30,000
- Core Commission: 5% on everything sold
- MBO: \$5,000 paid quarterly based on KPI's (\$1250 per quarter)
- Growth: additional 5% on all digital growth at 110% of last year (10% total on growth)
 additional 3% on all ROP and other growth at 87% of last year (8% on total growth)

Upon ratification the company agrees to issue payment for the Q2 KPI of \$1250, Q3 KPI of \$1250 and will offer payment for Q4 100% (\$1250) for achievement of 50% or greater of KPIs.

Vacation Pay & Statutory Holiday pay are paid over and above these rates.

ADVERTISING COMMISSION PLAN OVERVIEW**Local Retail Grid for employees hired before September 17, 2007**

Account List Value	Combination Salary Commission Plan	100%
up to \$550k	4.35%	9.40%
550k—650k	3.70%	8.05%
650k—750k	3.20%	7.00%
750k—850k	2.80%	6.15%
850k—950k	2.50%	5.50%
950k—1,050,000	2.25%	4.98%
1050k—1150k	2.05%	4.58%
1150k—1250k	1.90%	4.21%
1250k—1350k	1.75%	3.90%
1350k—1500k	1.60%	3.55%

**Add one dollar (\$1.00) to each start level.*

Annual Incentive (paid quarterly when target achieved): \$6,500.00

Accelerator Percentage: (additional % paid for all sales over target) 2.5%

For employees on the 100% plan before September 17, 2007:

Annual incentive (paid quarterly when target achieved) \$8,500.00

Accelerator Percentage: (additional % paid for all sales over target) 5%

Local Retail Grid for employees hired September 17, 2007 or after

Account List Value	Combination Salary Commission Plan	100%
up to \$550k	4.35%	9.40%
550k—650k	3.70%	8.05%
650k—750k	3.20%	7.00%
750k—850k	2.80%	6.15%
850k—950k	2.50%	5.50%
950k—1,050,000	2.25%	4.98%
1050k—1150k	2.05%	4.58%
1150k—1250k	1.90%	4.21%
1250k—1350k	1.75%	3.90%
1350k—1500k	1.60%	3.55%

**Add one dollar (\$1.00) to each start level.*

Annual Incentive (paid quarterly when target achieved): \$6,500.00

Accelerator Percentage: (additional % paid for all sales over target) 2.5%

Vacation Pay & Statutory Holiday pay are paid over and above these rates.

Auto/Real Estate Grid for employees hired before September 17, 2007

Account List Value	Combination Salary Commission Plan	100%
up to \$775k	3.10%	7.00%
775k—850k	2.80%	6.40%
850k—950k	2.30%	5.50%
950k—1050k	2.20%	5.15%
1050k—1150k	2.05%	4.70%
1150k—1250k	1.90%	4.31%
1250k—1350k	1.75%	4.00%
1350k—1500k	1.60%	3.60%
1500k—1750k	1.35%	3.10%
1750k—2000k	1.20%	2.70%

**Add one dollar (\$1.00) to each start level.*

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Auto/Real Estate Grid for employees hired September 17, 2007 or after

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up to \$775k	3.10%	7.00%
775k—850k	2.80%	6.40%
850k—950k	2.30%	5.50%
950k—1050k	2.20%	5.15%
1050k—1150k	2.05%	4.70%
1150k—1250k	1.90%	4.31%
1250k—1350k	1.75%	4.00%
1350k—1500k	1.60%	3.60%
1500k—1750k	1.35%	3.10%
1750k—2000k	1.20%	2.70%

**Add one dollar (\$1.00) to each start level.*

Annual Incentive (paid quarterly when target achieved): \$6,500.00

Accelerator Percentage: (additional % paid for all sales over target) 2.5%

Vacation Pay & Statutory Holiday pay are paid over and above these rates.

Key Accounts Grid

Account List Value	Combination Salary Commission Plan
\$750K to 1 Million	5.75%

1Million – 1.15 million	5.00%
1.15M – 1.25M	4.60%
1.25M – 1.350M	4.25%
1.350M – 1.45M	3.95%
1.45M – 1.55M	3.65%
1.550M – 1.650M	3.45%
1.650M – 1.750M	3.25%
1.750 – 1.850M	3.00%
1.850M – 2M	2.75%

~~*Add one dollar (\$1.00) to each start level.~~

~~Annual Incentive (paid quarterly when target achieved): \$2,500.00
Accelerator Percentage: (additional % paid for all sales over target) 1.5%
Vacation Pay & Statutory Holiday pay are paid over and above these rates.~~

~~Rex, Grand and Guelph Life Magazines: 17.02% Commissions
Vacation Pay & Statutory Holiday pay are paid over and above these rates.~~

~~Cambridge Homefinders: Base salary \$200/week. Commission rate 7.1% on all sales
Vacation Pay & Statutory Holiday pay are paid over and above these rates.~~

~~New venture Sales Representatives:
Where the Employer decides to initiate new business ventures that will primarily fall outside of the daily product or “ROP”, the Employer will advise the Union of the new initiative and the parties will negotiate a wage and/or commission rate within 15 days of the Union being notified of the new venture. The parties agree that, the wage and/or commission rate for these product sales will be commensurate with the profit margin. Where the parties are unable to reach agreement on the wage and/or commission rate within the 15 days, the Employer will determine the wage and/or commission rate and the parties agree that the appropriateness of the rate will be referred to a sole arbitrator.~~

SCHEDULE A (Circulation)

The current Circulation Service Coordinators, Cheryl Dreher-Boyes and Dan Kramer, will move to Grid A, District Manager, of the Circulation wage grid and will move to the next highest wage rate from their current salary in accordance with Article 30 a) of the collective agreement. They will remain at this rate until the final year of the contract at which time they will progress through the remainder of the wage grid.

PRODUCTION – Renew and update with housekeeping changes.

LETTERS

Editorial

- Letter 1 – Bargaining Committee - renew
- Letter 2 – Freelance Information - renew
- Letter 3 – PM Shift Schedules in Editorial Department – renew
- Letter 4 – Reprisal and Recrimination - renew
- Letter 5 – Drug Plan Exclusion – delete

Letter 6 – Paid Benefits - renew
Letter 7 – Benefit Costs - renew
Letter 8 – Reporter/Photographer Job Premium – renew
Letter 9 – Parking – agree to change – see below
Letter 10 – Student Co-op – renew
Letter of Intent 1 – Parking – delete
Letter of Intent 2 – Internet - renew

Circulation

Letter 1 – Hours of Work – Article 5a – renew
Letter 2 – Overtime – renew
Letter 3 – Paid Benefits - renew
Letter 4 – Benefit Costs - renew
Letter 5 – Parking – agree to change – see below
Letter 6 – Reprisal and Recrimination - renew
Letter 7 - Bargaining Committee – renew
Letter 8 – Co-op Student Placement – renew
Letter of Intent 1 – delete

Advertising

Letter 1 – Flextime – renew
Letter 2 – Drug Plan Exclusion – delete
Letter 3 - Bargaining Committee – renew
Letter 4– Reprisal and Recrimination - renew
Letter 5 – Paid Benefits - renew
Letter 6 – Benefit Costs - renew
Letter 7 – Parking – agree to change – see below
Letter 8 – Co-op Student Placement – renew
Letter of Intent 1 – delete

Women and Victims Advocate – NEW FOR ALL AGREEMENTS

The parties recognize that employees are at time dealing with personal issues that may affect their ability to function in the workplace. As such, the company and the union will develop a process to inform employees who may be victims of domestic violence or abuse that resources are available to assist them in dealing with these and other personal issues.

The Company will recognize the union may appoint a Women’s and Victim’s Advocate. The Advocate will serve as a resource and support all members of Unifor, Local 87-M. The Company will allow reasonable time off for such Advocate to respond to calls, discuss problems with employees and refer them to the appropriate agency when necessary.

The Company will ensure the Advocate receives appropriate training and will pay for time off to attend training and reimburse for related expenses as approved in advance. The amount of training and content of training will be at the Company’s discretion.

As part of the process the Advocate will refer the individual in crisis to the company’s Employee Assistance Program (EAP). EAP is available 24 hours per day for on-going or crisis situations and the EAP intake staff are trained 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 in accordance with the Company's Short and Long Term Disability plans. Short-Term disability claims are managed by third-party and as such confidentiality with respect to the reason for the absence is maintained.

The company will provide necessary accommodation to victims of domestic abuse.

WAGES – (with the exception of commissioned sales reps)

Year 1 = 0%

Year 2 = Lump sum - \$450 for FT, \$200 for PT

Year 3 = 0.5%

New Letter of Intent - for outside the collective agreement

The company will undertake to transition the two Grand magazine reps to the new compensation plan. In addition to selling Grand magazine, the reps will be able to also sell ROP and digital as well as our full suite of products. The Grand Magazine reps will be moved into the fashion and beauty vertical. To facilitate this transition, the Company will provide a 6 month guarantee from the date of ratification. The amount of the guarantee will be based on their weekly average earnings from August 8, 2019 to July 31, 2020 (this includes the government wage subsidy payments).

The Company agrees

- 1. To advise both Magazine Reps of the state of the Magazine and that we have no current intention of shuttering the magazine. We are currently making plans for the Christmas edition.**
- 2. However, in light of the tenuous state of the magazine we will offer to supplement earnings potential by transitioning them to the fashion and beauty vertical. They will be able to take advantage of any fashion and beauty initiatives. Any fashion and beauty accounts currently available will be provided to the Magazine sales reps on a permanent basis. This will be a supplement to their current book of business.**
- 3. If the magazine is shuttered both reps will be eligible for the severance provisions as outlined in the Collective agreement.**

Letter 9 - PARKING

~~Where employees require a vehicle as a condition of employment, the Employer will provide paid parking. The Employer will agree to pay 50% of the cost of parking for all employees not currently provided with paid parking. This must be done through payroll deduction under the current parking arrangement in the parking facilities in the downtown area.~~

The employer will provide paid parking (Scott Street Entrance) to all union employees to a maximum of thirty (30) parking spots on a first come first serve basis.

Grievance – Company agrees to provide a refund of \$183.33 to the grievors for parking deductions between March 23, 2020 – July 1, 2020.