

COLLECTIVE AGREEMENT

Between

METROLAND MEDIA GROUP LTD.

And

UNIFOR

SOUTHERN ONTARIO NEWSMEDIA GUILD
LOCAL 87-M

September 1, 2015 to August 31, 2018

Ratified April 18, 2016

TOWN OF MIDLAND (All Employees except Editorial)

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PREAMBLE

This Agreement is made and entered into this 2nd day of October 2016 between Metroland Media Group Ltd. (the "Employer") and Unifor, Local 87-M Southern Ontario Newsmedia Guild (the "Union") and is effective from September 1st, 2015 until August 31st, 2018.

ARTICLE 1 - RELATIONSHIP

1.01 RECOGNITION - The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of Metroland Media Group Ltd. in the Town of Midland save and except supervisors and those employees in the editorial bargaining unit for which the union holds bargaining rights.

1.02 UNION MEMBERSHIP - All new employees entering the bargaining unit shall, as a condition of employment, become members of the Union at the end of the probationary period and shall maintain membership in good standing for the duration of this Agreement.

All employees who are members of the Union on the date of ratification of the first collective agreement shall, as a condition of employment, maintain membership in good standing for the duration of this Agreement.

Employees who were not members of the Union on the date of ratification of the first collective agreement will not be required to become members of the Union.

The Union agrees that it will retain in membership any employee subject to the Constitution and Bylaws of the Union and further agrees that an employee shall not be discharged in the application of this provision except for non-payment of dues.

1.03 DEDUCTION OF UNION DUES – Dues will be deducted from each employee's earnings in accordance with the dues schedule supplied by the Union. Such dues will be remitted to the Union by the fifteenth day of the month following their collection. The Employer agrees to include on each employee's T4 slip, the amount of dues paid yearly for income tax purposes.

The Employer shall deduct Union special assessments from the earnings of employees except those who are not members of the Union.

1.04 SOCIAL JUSTICE FUND

- i. 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.
- ii. The monies so deducted shall be remitted to the charitable foundation known as the Unifor Social Justice 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.
- iii. The first deduction for the Fund will be made in the fifth (5th) week following the ratification of the Agreement.
- iv. It is understood that participation in the program of deductions set out above is voluntary. Employees who do not wish to participate must so inform the Employer within thirty (30) days of the ratification of the Agreement or within thirty (30) days after being hired.
- v. All such employee contributions to the Unifor Social Justice Fund shall be recorded on the employee's T4 Form.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The right to hire, assign duties, retire (subject to applicable), promote, classify, reclassify, lay-off, recall, demote, transfer, discharge, suspend or otherwise discipline for just cause employees who have completed their probationary period, to maintain order, discipline and efficiency, to determine complement and the number of employees required from time to time, to schedule working hours, to extend, curtail or cease operations, and to establish and enforce rules and regulations governing the conduct of the employees is the exclusive function and responsibility of the Employer, subject to the terms and conditions of this Agreement. All matters concerning the operations of the Employer not specifically dealt with herein shall be reserved to the Employer and be its exclusive responsibility.

Management acknowledges it shall exercise its rights in a manner that is fair and reasonable and consistent with the terms of this agreement.

ARTICLE 3 - NEW EMPLOYEES

3.01 PROBATIONARY PERIOD - New employees will be on probation for a period of:
- Six (6) months for outside sales representatives and Distribution Representatives;
- Three (3) months for inside sales representatives and clerical;
- 520 hours for part-time employees.

Employees who perform split functions will have a probationary period appropriate to the function where they spend the majority of their weekly hours.

The Employer may discharge a probationary employee for any reason, provided it does not act in bad faith.

ARTICLE 4 - PART-TIME & TEMPORARY EMPLOYEES

4.01 PART-TIME EMPLOYEES - A regular part-time employee shall be defined as one who works twenty (20) or more hours per week, but less than thirty (30) hours per week.

A casual part-time employee shall be defined as one who works less than twenty (20) hours per week.

4.02 EXCLUDED CLAUSES - Part-time employees are covered by all the terms of this Agreement except those for which eligibility is restricted to regular full-time employees or unless otherwise specified:

Articles 17.04, Article 18 (save & except 18.03 & 18.05) and 22.04 will not apply to any part-time employees. In addition to the Articles excluded above, the following Articles shall not apply to casual part-time employees: 16.01, 20.02, 20.09, 20.09(A) and 21.05.

4.03 PART-TIME BENEFITS - Regular part-time employees who have completed the probationary period are eligible for medical/health care and basic group life insurance benefits on the same cost-sharing basis as full-time employees.

4.04 WORKING FULL-TIME HOURS - A part-time employee may work as a full-time employee

temporarily to cover vacations or absences under this Agreement without affecting his/ her part-time status.

- 4.05 PART-TIME WAGES - Part-time employees who work in a classification for which a rate is established in this Agreement shall be paid at such rate and shall advance on the wage grid (if applicable) according to the actual hours worked.
- 4.06 TEMPORARY EMPLOYEES - A temporary employee shall be defined as one who is employed to:
- i) cover any absences arising from this Agreement;
 - ii) students employed for the period May 1st to September 30th each year;
 - iii) work on special projects for the duration of the project but not to exceed twelve (12) months;
 - iv) to work on new products for up to six (6) months

Under no conditions shall a temporary term exceed 24 consecutive months.

- 4.07 EXCLUDED CLAUSES - Articles 14.02, 15.03, 17.04, 18 (save and except 18.05), 19.02, 19.03, 20.02, 20.09, 20.09 (A), 21 and 22.04 will not apply to any temporary employee.
- 4.08 TEMPORARY SENIORITY - Temporary employees who transfer to permanent employment at the end of their temporary term will be credited with their temporary service for seniority purposes and are not required to complete the probationary period outlined in 3.01 above, provided they have worked in the same classification for a longer period of time than the probationary period applicable.
- 4.09 A permanent employee who is accepted for a temporary position shall be returned to his or her permanent position when the temporary position ends, provided the position still exists.

ARTICLE 5 - INFORMATION

- 5.01 The Employer shall supply the Union with the following information for each employee upon ratification and within one month of hiring:
- Name
 - Date of Hire
 - Home address
 - Home phone number
 - Cell phone number (if available)
 - Classification, Status
 - Rate of Pay
 - Experience rating and anniversary date

In addition, the Employer shall supply the Union with any changes in the above at regular intervals.

ARTICLE 6 - NO STRIKE OR LOCK-OUT

- 6.01 It is understood and agreed that there is to be no strike or lock-out during the lifetime of this Agreement, the definitions of "strike" and "lock-out" being as defined by the Ontario Labour

Relations Act.

ARTICLE 7 - NO DISCRIMINATION

- 7.01 The Employer and Union agree that no employee will be discriminated against because of race, creed, sex, age, colour, national origin, marital or parental status, handicap or sexual orientation.
- 7.02 The Employer and the Union, for itself and its members, agree that no employee shall be discriminated against, intimidated, coerced or interfered with on grounds prohibited under the Ontario Human Rights Code, or because of his/her membership or non-membership in the Union or participation or refusal to participate in its activities. For clarity, members have the right to discuss union issues in the workplace to the same extent that they are able to discuss other non-work issues in the workplace, provided such discussions do not interfere with the operations of the business.

ARTICLE 8 - STEWARDS

- 8.01 One (1) steward and one (1) alternate steward will be recognized as Union representatives in the bargaining unit at the newspaper. Union duties will not unduly interfere with the normal routine of work.
- 8.02 In order to facilitate the handling of grievances, a Union steward shall be entitled to leave his/her work station during working hours without loss of pay provided that:
- he/she has obtained the prior consent of his/her immediate supervisor, which shall not be unreasonably denied; and
 - the time is devoted to the prompt handling of the grievance.
- The Union shall notify the Employer of the names of the stewards.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 The parties agree that their interests are best served by the speedy resolution of grievances. To this end, should any differences arise as to the interpretation, application, administration or alleged violation of the provisions of this Agreement, the following procedure for instituting a grievance may be invoked by an individual employee, by a number of employees jointly claiming the same grievance, by the Union or by the Employer.
- 9.02 If an employee has a complaint, he/she must first give opportunity to his/her immediate supervisor to discuss and resolve the complaint before a grievance is filed.
- 9.03 Grievances shall be dealt with in the following manner:

Step 1: An employee having a grievance or a designated member of a group having a grievance shall, within thirty (30) days of the date on which the cause of the grievance occurred or ought reasonably to have been known to the grievor(s), take up the grievance, which will be in writing, with the immediate supervisor outside the scope of the bargaining unit. The supervisor will render his/her decision in writing within ten (10) days of the receipt of the grievance.

An employee has the right to have a steward, or his/her alternate, present at any grievance meeting and, where requested, the supervisor shall send for the steward without undue delay. Failing satisfactory settlement of the grievance at Step 1, then;

Step 2: The Union shall designate a committee consisting of one member of the bargaining unit and the Union representative to take up with the Publisher and/or his/her representative, any grievance not resolved in Step 1.

The Union grievance committee may refer the grievance to the Publisher, in writing, within ten (10) working days following the receipt of the reply of the supervisor in Step 1. The grievor, the Union grievance committee and the Publisher and/or his/her representative shall meet within ten (10) days of receipt of the grievance at Step 2. The Publisher or his/her representative shall render his/her decision in writing to the Union grievance committee not later than ten (10) days following the Step 2 meeting.

- 9.04 All Step 2 written grievances shall contain only one grievance, identify the clause(s) allegedly violated, the persons involved, the date on which the alleged grievance occurred and the relief sought.
- 9.05 No grievance may be processed to arbitration unless the requirements of 9.02, 9.03, and 9.04 have been completed.
- 9.06 Any difference arising directly between the Employer and the Union as to the interpretation, application, administration or alleged violation of this Agreement may be submitted in writing by either party within thirty (30) days following the date on which the grievance occurred or ought reasonably to have been known to the grievor. The parties shall meet as described in Step 2 within ten (10) days following receipt of the grievance and a decision given in writing to the aggrieved party not more than ten (10) days following the meeting. Union grievances that pertain to a particular newspaper will be submitted in writing, as outlined above, to the Publisher of that newspaper. In all other instances, Union grievances will be submitted, as outlined above, to the Director of Human Resources. Employer grievances will be submitted to the Local Representative of the Union.

It is agreed that all grievances affecting only one member of the bargaining unit will be discussed first with that employee's immediate supervisor (outside the scope of the bargaining unit). All other grievances may be submitted at Step 2.

- 9.07 In the event a grievance has not been satisfactorily settled under the foregoing grievance procedure, the matter shall then, by notice in writing given to the other party within forty (40) days of the date of the decision of the Publisher or his/her designate, or either party in the case of a Union or Employer grievance, be referred to arbitration as hereinafter provided. If the grievance is not referred to arbitration within the said forty (40) day period, the grievance will be deemed to have been abandoned.
- 9.08 Time limits in this Article may be extended by mutual agreement.
- 9.09 Should a decision on a grievance not be rendered within the time limits provided for above, the grieving party may move the matter to the next step of the above procedure.

ARTICLE 10 – ARBITRATION

- 10.01 All references to Arbitration shall be to an Arbitration Board unless the parties agree to have the matter heard by a single Arbitrator. The referral to Arbitration shall include a list of names for a single Arbitrator or the name of the nominee to the Arbitration Board of the party requesting

arbitration. The recipient of the notice shall within ten (10) days notify the other party in writing of their acceptance of one of the proposed Arbitrators, or submit their own list of single Arbitrators or, in the case of establishing an Arbitration Board, submit their nominee to the Arbitration Board.

The parties shall endeavour within ten (10) days to agree upon a single Arbitrator or, in the case of an Arbitration Board, the nominees shall endeavour to agree on a Chairperson for the Arbitration Board and where a single Arbitrator or Chairperson cannot be agreed to, the Minister of Labour for the Province of Ontario will be asked to appoint same.

No person may act as an arbitrator who is a member of the Union or an employee or solicitor or agent of either the Union or the Employer or who has been directly involved in attempts to negotiate or settle the grievance.

Authority of Arbitration Board: It is understood and agreed that the Arbitration Board or single Arbitrator shall have authority only to decide disputes under the terms of this Agreement. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement nor to give any decision inconsistent with it.

10.02 Each party shall bear the expense of its nominee, if used, and will jointly share the expenses of the Chairperson or single Arbitrator.

10.03 Time limits in this Article may be extended by mutual agreement.

10.04 The Union agrees that whenever possible they will provide the Employer with one week's notice of the required attendance of any employee witnesses (other than the grievor and/or steward) at an arbitration hearing in order to allow for adequate planning and re-organizing of work schedules.

ARTICLE 11 – HEALTH & SAFETY

11.01 The Employer and the Union agree to cooperate with the object to maintain a healthy and safe work environment. In order to accomplish this, the parties agree that the bargaining unit shall select a bargaining unit employee to the position of Health and Safety representative with responsibilities as set out in the Occupational Health and Safety Act. The Health and Safety representative shall be afforded such time off as necessary to transact activities within the scope of his or her responsibilities without loss of pay.

11.02 The Employer will furnish a clean, safe and healthy work environment.

ARTICLE 12 - JOB POSTINGS

12.01 **POSTING AND SELECTION** - The Employer will post any vacancies in the bargaining unit for an appropriate period of time and will interview and consider all bargaining unit members who apply.

The successful candidate shall be selected on the basis of qualifications, skill and ability, and where equal, seniority shall govern.

All bargaining unit members or individuals on the recall list who apply for a vacant position shall be interviewed.

- 12.02 TRIAL PERIOD - If the candidate selected does not prove satisfactory during the trial period of ninety (90) days, the Employer shall endeavour to place the employee in a position comparable to his/her previous position at his/her prior rate. Where there is no comparable position, the employee shall be terminated and will receive notice and severance according to Articles 14 and 15.

A permanent employee who is accepted for a temporary position shall be returned to his or her permanent position, or a position with a relatively equal or greater wage, when the temporary position ends provided the position still exists.

ARTICLE 13 - DISCIPLINE & DISCHARGE

- 13.01 JUST CAUSE - No employee shall be discharged or disciplined except for just cause. If a meeting may result in disciplinary action or discharge, the employee concerned shall be advised by the Employer that he/she has the right to have a Union steward present at such meeting.

An employee shall be informed in writing of the reasons for disciplinary action taken against him/her.

- 13.02 DISCHARGE GRIEVANCE - A discharged employee who wishes to grieve the discharge may file a written grievance at Step 2 of the grievance procedure with the Publisher within twenty (20) days of the discharge.

- 13.03 EMPLOYEE FILES - An employee shall be entitled to a copy of any criticism, commendation or performance review that is placed on his/her file and to review such file annually and have corrected any confirmed error of fact therein.

During a grievance concerning an employee, the employee or the Union (with the written consent of the individual concerned) may, upon request, read and be provided copies of material in the employee's personnel files.

It is agreed that written letters of warning and reprimand or records of suspension shall be removed or deemed to be removed from an employee's personnel file 24 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 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 company's disciplinary rules. The Employer agrees not to use such reliance for the purpose of progressing disciplinary sanction(s) beyond what the specific conduct would warrant without consideration of the previous offence.

ARTICLE 14 - TERMINATION

- 14.01 An employee's continuity of service shall be broken, his/her seniority lost, and his/her employment terminated when an employee retires, resigns, is discharged for just cause, laid off and not recalled within 2 years, or absent without permission for a period of three (3) consecutive days without providing a reasonable explanation.
- 14.02 Upon termination of employment exclusive of retirement, resignation, or death or discharge for just cause, an employee shall be given notice or pay in lieu thereof required by the Employment Standards Act. The Employer will notify the Union of the termination.

An employee who has passed the probationary period and is laid off shall be given a minimum of three weeks' notice of termination, or pay in lieu thereof.

ARTICLE 15 - SENIORITY & SECURITY

- 15.01 **SENIORITY** - For purposes of layoff and recall, seniority means length of continuous employment in the bargaining unit. For purposes of vacation, severance and benefits, seniority shall mean continuous service with the employer. For part-time employees, seniority shall be based on the number of hours worked. If a part-time employee becomes a full-time employee, he/she will receive seniority credit based on the number of hours worked since the most recent date of employment.

A former bargaining unit member who returns to a position in the bargaining unit shall retain any seniority accrued prior to leaving the bargaining unit but will not be credited for seniority for time spent outside the bargaining unit.

The Employer shall post and furnish the Union each January with the seniority list for all members of the bargaining unit.

- 15.02 **LAYOFFS** – Whenever the Employer decides it is necessary to reduce staff, employees will be laid off in the reverse order of seniority by classification, provided that those remaining are qualified to perform the work required. For clarification, the Employer will consider skill and ability and sales performance, if applicable. Sales performance over the previous 36 months, or for the duration of their employment if less than 36 months, will be considered when reviewing qualifications.

- (A) Except in cases where more than three (3) weeks' notice is required by the Employment Standards Act, there shall be three (3) weeks' notice to the affected employees of any layoffs.

The Employer will provide the Union with three (3) weeks' notice of the layoff and the names of the employees affected. During this three-week period, the Employer shall consider alternatives proposed by the union to the layoff.

- (B) An employee in a classification so affected may elect, within the notice period, to bump those with the least seniority in another classification in which they have had prior permanent work experience and are competent to perform the work. This is provided their

total Company seniority is greater than that of the employee whom they choose to bump.

- (C) Prior to issuing layoff notices, the company will post a notice at the location where the layoff is to take effect advising employees of the need to reduce staff and the Employer's intent to accept applications for voluntary resignations with severance pay as provided by the collective agreement for employees who have been laid off. Interested employees in the department(s) will be required to apply within 14 calendar days. Acceptance of the voluntary resignation will be at management's discretion.

In the event the Employer does not receive the required number of voluntary resignations, employees will be laid off in reverse order of seniority by classification, provided that those employees remaining are qualified to perform the work required.

- (D) In the event of a layoff, temporary employees will be laid off before part-time or full-time employees in the affected classification.

15.03 SEVERANCE PAY - Employees who are laid off will receive severance pay calculated at the rate of one (1) week's pay for every six (6) months of continuous service, or a major fraction thereof, to a maximum of fifty-two (52) weeks' pay. In addition, employees so dismissed shall receive an once-in-a-lifetime lump sum payment equal to two (2) weeks' pay. For commissioned sales employees, a week's pay is the employee's average weekly earnings over the prior fifty-two (52) week period.

RECALL:

(A) Laid off employees, or those who bumped into lower classifications, shall be placed on a recall list for two (2) years in order of seniority and classification and the Employer shall fill vacancies according to that list. A full-time employee shall be recalled to a full-time or a temporary position in the classification from which he/she was laid off, provided the term of the temporary position is at least three (3) months. A full-time employee may be recalled to part-time or temporary positions of less than three (3) months' duration, however, he/she may refuse such a recall without his/her recall rights being affected.

A part-time employee shall be recalled to a part-time position in the classification from which he/she was laid off.

(B) An employee on the recall list who accepts recall to a temporary position shall not have the time spent working at the temporary position counted when calculating the time the employee is on the recall list.

(C) Notice of recall shall be sent to the individual by registered mail, courier service or via email sent to the last known address in the Employer's records, with confirmation required that the email has been received. A copy of the notice shall be forwarded at the same time, in the same manner, to the Union. Recalled employees shall have nine (9) calendar days (excluding Saturdays, Sundays and holidays) after the date of the notice of recall to respond and shall be given an additional seven (7) days to report to work.

(D) Refusal to accept a job offer (except where provided in 15.03 (A)) in a classification from which the employee was laid off or failure to respond within nine (9) calendar days (excluding Saturdays, Sundays and holidays) after the date of the notice of recall shall result in the employee being dropped from the recall list.

(E) During a layoff, seniority will be frozen. If the employee is recalled to regular employment within two (2) years, seniority will be restored at the frozen level.

- 15.04 BENEFIT CONTINUANCE - An employee who has been laid off shall have the option of continuing his/her benefit coverage for a six (6) month period provided he/she pays the full cost of premiums.
- 15.05 VACANCIES - Where vacancies occur in the bargaining unit subsequent to a lay-off, the Employer will invite and consider any applications for the vacant position(s) received from any employee who was laid off.
- 15.06 When commission sales staff are assigned by management to distribution work that consumes more than two hours of their day, their monthly quota (target/budget) shall be reduced proportionate to the time spent on such non-sales work at the rate of \$150 per hour. For clarity, adjustments will be made in 15 minute increments.

Requests for adjustments must be submitted to management by the 15th of the month following the month of the requested adjustment.

ARTICLE 16 - HOURS OF WORK

- 16.01 WORK WEEK - The work week shall consist of thirty-seven and one-half (37.5) hours within a seven (7) day week. Employees shall be entitled to two (2) days off per week, and wherever possible, days off will be consecutive.
- 16.02 OVERTIME - All overtime must be approved in advance by an employee's supervisor. A salaried employee authorized to work more than thirty-seven and one-half (37.5) hours in a week will be compensated for the overtime in time owing at straight time for the first two and one-half (2.5) hours and time and one-half for hours worked beyond forty (40) in a week. Overtime provisions do not apply to commissioned sales employees, nor will such employees be paid time in lieu of overtime
- 16.03 An employee may elect to take equivalent time off in lieu of cash. Such time must be taken at a mutually agreeable time within one (1) month of the date the overtime was worked or the overtime will be paid. The Employer will make every effort to grant requests for specific time off when it has been requested by Wednesday of the preceding week.

Sales employees shall not be compelled to work more than 10 consecutive hours in a day or 44 hours in a week without at least 30 days' notice and without the agreement of the union. Such agreement shall not be unreasonably withheld. Notwithstanding the above, this language shall not apply to a maximum of one NRS presentation week, or a similar sales program, per calendar year.

ARTICLE 17 - CLASSIFICATIONS AND WAGES

- 17.01 WEEKLY SALARIES –

Outside Sales Representatives - \$250

Distribution Representatives

	Start	One Year	Two Year	Three Year	Four Year	Five Year
Sept. 1/15	\$ 652.14	\$ 695.37	\$ 780.19	\$ 848.89	\$ 909.99	\$ 984.49
Sept. 1/16	\$ 658.66	\$ 702.32	\$ 787.99	\$ 857.38	\$ 919.09	\$ 994.33

Advertising Coordinator

	Start	One Year	Two Year	Three Year	Four Year
Sept. 1/15	\$ 599.67	\$ 649.76	\$ 694.62	\$ 759.03	\$ 813.72
Sept. 1/16	\$ 605.67	\$ 656.26	\$ 701.57	\$ 766.62	\$ 821.86

Distribution Warehouse

	Start	One Year
Sept. 1/15	\$ 11.40	\$ 12.19
Sept. 1/16	\$ 11.51	\$ 12.31

Effective September 5, 2017 all wage rates will be increased by the average Ontario CPI increase for the prior 12 months but no less than 1.0%, no more than 3.0%.

- 17.02 Payment of wages shall be by bank deposit at a frequency established by the company from time to time. Employees will be provided with a minimum of three months' notice of a change in pay frequency.
- 17.03 EXPERIENCE - Employees shall be paid at the appropriate grid rate for their classification based on their experience, which shall include employment in comparable work. Employees shall be classified by the Employer as to job title and experience rating at the time of hire.
- 17.04 ANNIVERSARY INCREMENTS - Employees shall advance on the wage grid on their anniversary date in the classification.
- 17.05 NEW CLASSIFICATIONS – The Employer shall notify the Union when new classifications are created. The parties shall meet and discuss the wage rate for the new classification. If the parties are unable to agree on a wage rate, the matter will be submitted to arbitration in accordance with the procedure outlined in Article 9 & 10. The new wage rate shall be effective when it was first filled by an employee.

ARTICLE 18 - VACATIONS

- 18.01 VACATION ENTITLEMENT - Subject to 20.10, employees who have completed specified periods of service by June 30 of each year shall receive an annual vacation on the following basis:
 - less than one year of continuous service - one and one-quarter days per month;
 - after one year of continuous service - 3 weeks annually (15 days maximum);
 - after seven years of continuous service - 4 weeks annually (20 days maximum);

- after fifteen years of continuous service - 5 weeks annually (25 days maximum);
- after twenty-three years of continuous service - 6 weeks annually (30 days maximum).

18.02 It is understood that vacations cannot be accumulated from year to year and that all vacations earned to June 30 shall be taken by the following March 31st, or the days will be forfeited.

18.03 VACATION REQUESTS—All requests for vacation may be submitted by April 15. Vacation selection shall be governed by seniority in each classification provided that the employee has submitted the vacation request by April 15. Subject to the above, vacation requests submitted after April 15 will be granted on a first come first served basis.

Subject to the above, each employee will be allowed two (2) weeks' vacation during the summer vacation period which is defined as May 15 to September 30.

18.04 VACATION PAY FOR COMMISSIONED STAFF - commissioned sales staff on vacation shall receive their base pay, plus commission average, plus any actual commissions on ads sold and cleared prior to vacation. Commission averaging is the average of the commissions paid in the prior year, calculated each January. In the first year of employment, employees will be paid their base pay, plus any actual commissions on ads sold and cleared, plus an average of their commissions earned to the date of absence. Following a leave of absence, the commission averaging will be calculated based on the commission earned in the 52 weeks immediately prior to the commencement of the leave of absence.

18.05 VACATION PAY FOR PART-TIME AND TEMPORARY STAFF - Regular part-time employees will receive vacation pay at the rate of 6% of their regular wages and commissions added to each regular weekly pay. Regular part-time employees are entitled to three (3) weeks unpaid vacation time off annually.

Casual part-time employees and temporary employees will receive vacation pay at the rate of 4% of their regular wages and commissions added to each regular weekly pay. Casual part-time employees are entitled to two (2) weeks unpaid vacation time off annually.

ARTICLE 19 – HOLIDAYS

19.01 PAID HOLIDAYS - The following will be recognized as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Two (2) Floater days
Civic Holiday	

19.02 FULL-TIME EMPLOYEES:

(a) To qualify for holiday pay, an employee must work his/her scheduled shift before and after the holiday, or his/her absence must be authorized. Holiday pay for commissioned sales employees is payment of salary plus regular commissions.

(b) Floating holidays will be taken one in the first six (6) months of the year and the second

in the last six (6) months of the year. To receive the floating holiday, an employee must have completed his/her probationary period. Floating holidays are days off only, and if not taken, are forfeited.

(c) An employee who qualifies under 19.02 (a) and who works on any of the named holidays listed in 19.01 above, shall be paid at the rate of time and one half for all hours worked in addition to their regular day's pay for the holiday. Employees who receive both a salary and commission shall receive the premium rate on their salary only.

19.03 REGULAR PART-TIME EMPLOYEES:

(a) To qualify for holiday pay, an employee must have worked his/her regularly scheduled shift before and after the holiday. Statutory holiday pay for non-commissioned employees is based on the average daily gross earnings over the previous thirteen (13) week period.

(b) When required by the Employer to work on the holiday, pay for time worked on the holiday will be according to the Employment Standards Act.

(c) The floating holidays, one in the first six (6) months and one in the last six (6) months of the year, will be paid based on the average daily gross earnings over the previous thirteen (13) week period. An employee must have worked six (6) months to be eligible for a floating holiday. Floating holidays are days off only, and if not taken, are forfeited.

19.04 CASUAL PART-TIME AND TEMPORARY EMPLOYEES:

(a) An employee will qualify for holiday pay under the terms of the Employment Standards Act.

(b) Floating holiday provisions do not apply to casual part-time and temporary employees.

ARTICLE 20 - LEAVES OF ABSENCE

20.01 PREGNANCY & PARENTAL LEAVE - Shall be granted according to the terms of the Employment Standards Act of Ontario.

Two (2) paid paternity leave days shall be taken on any day within seven (7) calendar days of the date of birth or adoption.

20.02 PERSONAL LEAVE - Application for an unpaid personal leave of absence of up to six (6) months, and twelve (12) months for education leave, may be granted where the leave can be arranged without interference with the efficient operation of the newspaper. Wherever possible the leave must be requested in writing no less than thirty (30) days before the commencement date of the leave.

Where an employee requires emergency leave for personal or family reasons, the employee will give as much notice to the employer as possible in the circumstances.

Employees on leave under this clause shall have their benefits continued if they pay the full cost of the premiums.

- 20.03 BEREAVEMENT LEAVE - A full-time or permanent part-time employee will be granted up to five (5) scheduled working days' leave of absence with pay in the event of the death of a member of his/her immediate family which shall be limited to spouse, common-law spouse, same-sex partner, child, father or mother.
- 20.04 A full-time or permanent part-time employee will be granted up to three (3) scheduled working days' leave of absence with pay for the purpose of making arrangements and attending the funeral in the event of the death of a grandparent, grandchild, brother, brother-in-law, sister, sister-in-law, father-in-law or mother-in-law or step-parent.
- 20.05 The days granted as leaves of absence with pay shall be for the primary purpose of mourning the loss of the loved one, arranging and/or attending the funeral. The days granted shall generally be between the date of death and the funeral, depending on the religious beliefs of the employee.
- 20.06 The above is subject to the provision that the employee shall not receive any additional day or days' leave or pay because the death and/or arrangements and funeral occurred on a statutory holiday, or during his/her vacation, or during any leave of absence without pay.
- Upon request, bereavement leave with or without pay, may be granted or extended in special circumstances not covered by this Agreement.
- 20.08 Casual part-time employees and temporary employees shall be entitled to bereavement leave in accordance with the above, but without pay.
- 20.09 UNION BUSINESS - The Employer will, upon three weeks written notice from the Union, grant a leave of absence without pay, for up to two years, without pay and benefits, to an employee elected or appointed to any office of UNIFOR, CLC, OFL, AFL-CIO or local labour council. Not more than one (1) person shall be absent on such leave at any time except by agreement of the Employer.
- 20.09(A) The Employer will, upon three (3) weeks' written notice from the Union, grant a leave of absence without pay, not to exceed five (5) scheduled working days, to an employee elected or appointed delegate to conventions, conferences, special meetings of UNIFOR, OFL, CLC, AFL-CIO or local labour council or who is attending a union-related educational course, or other union business provided that such leave does not unduly disrupt production of the newspaper. Not more than one (1) person shall be absent on such leave at any time except by agreement of the Employer.
- 20.09(B) No more than two (2) employees elected or appointed to the Union bargaining committee shall be granted a leave of absence without pay for that purpose, provided that such leave does not unduly disrupt production of the newspaper.
- 20.10 SENIORITY AND SERVICE - An employee who is absent on an approved leave, provided for in this Article, in excess of one (1) month, shall not lose his/her seniority rights and seniority shall continue to accrue to the employee during pregnancy, parental or union leave of absence and during the first three (3) months of any other defined period of absence. However, such time absent, except pregnancy/parental/union leave of absence, shall not be considered service time in the computation of benefits dependent upon length of service, i.e. vacation and

anniversary increases. Continuous service and credited service for the purpose of the Pension Plan shall be calculated in accordance with the provisions of the Pension Plan.

ARTICLE 21 - BENEFITS

- 21.01 **SHORT-TERM DISABILITY** - Full-time employees who have completed three (3) months of continuous service are eligible for the Employer's short-term disability benefits which provide continuance of the employee's regular salary during the first fifteen (15) weeks of illness or disability. To qualify for benefits, an employee must be unable to perform his/her normal duties due to illness or injury; be under the continuing care of a physician and not engaged in any occupation or employment for wages or profit; have notified his/her Department Head of his/her inability to attend work within one (1) hour of the start time unless an explanation satisfactory to the Department Head is provided.

The Company may request a medical certificate from the employee at regular intervals during the absence or may have the Employer's Disability Manager contact the employee's physician in order to confirm prognosis and expected date of return.

Commissioned sales employees will continue to receive commissions on their accounts, plus salary, for the first ten (10) working days of absence. After ten (10) working days, the sales employee will be paid commissions for the balance of the absence based on the average of his/her prior year's salary and commission earnings. In the first year of employment the average earnings will be based on the average salary and commissions earned to the date of the absence. Following a leave of absence, the commission averaging will be calculated based on the commission earned in the 52 weeks immediately prior to the commencement of the leave of absence.

- 21.02 **GROUP PLANS** - The Employer will continue to provide the current level of benefits to full-time employees who have completed three (3) months of continuous service. The Employer will pay 100% of the premiums for Basic Life Insurance, Dependent Life Insurance and AD&D.

The Employer will pay 50% of the premium cost for extended health care and long-term disability and 70% of the premium cost of dental benefits. Employees may elect to pay 100% of the premium for long term disability coverage and the Employer will pay 65% of the extended health care.

Employees hired after December 6, 2012 will pay 100% of the Long Term Disability premiums and will only pay 30% of the extended health care premium. Prior to eligibility for LTD coverage, the cost share for extended health care benefits is 50/50. The employer will pay 70% of the premium cost of dental benefits.

Employees will pay 100% of the premiums for optional group life insurance and any voluntary benefit plans.

The company will amend its drug plan to reimburse for generic prescription drugs only, where a generic drug is available. If the employee chooses the name brand drug, they will be dispensed the brand name drug and pay the difference in cost between the generic drug and the name brand drug.

21.03 PENSION PLAN

- a) The base year shall be 2005.
- b) Metroland will not withdraw any surplus from the Metroland Pension Plan.
- c) Metroland will retain the power to amend the plan at its own discretion for the purpose of protecting the value of retired members' benefits against inflation and as may be necessary during the term of the Agreement to comply with legislation. However, the plan will be maintained during the life of the Agreement and will not be changed, except where provided above, as it affects members of the bargaining unit, without the agreement of the Union.
- d) Employee contribution levels will be 2.5% of eligible earnings up to the YMPE and 5% beyond that level.
- e) Metroland Pension Plan is closed to new members. Staff employed after February 9, 2010 will be eligible for entry into the GRSP/DPSP program according to the terms of that plan. The Company may amend the GRSP/DPSP as a result of the ORPP on the condition that GRSP/DPSP benefits do not decrease.

21.04 Benefits provided to eligible employees under the insured benefit plans are subject to the conditions established by the insurance carrier.

The Employer reserves the right to change insurance carriers during the term of this Agreement. The Employer will notify the Union of any changes in premium rates.

21.05 BUSINESS AUTOMOBILE INSURANCE - The Employer will pay the difference between personal and business auto insurance to a maximum of two hundred and eighty-five dollars (\$285.00) effective on ratification for employees who submit, in confidence, to the Publisher, proof of a good driving record, provided the employee submits a letter from the insurance company showing the difference. Proof of payment of business insurance must be submitted to the Employer.

ARTICLE 22 - MISCELLANEOUS

22.01 BULLETIN BOARD - The Employer shall provide a bulletin board in a mutually satisfactory place for official Union notices, which will, in any event, not be contrary to good order and discipline.

22.02 EXPENSES - The Employer shall pay all authorized expenses incurred by an employee in the service of the Employer, if supported by vouchers or receipts.

22.03 MILEAGE - Authorized kilometre rate expenses shall be paid at the rate of 45.5 cents/km. The Employer may provide sales employees with a reasonable car allowance instead of mileage reimbursement.

Individuals required to use a vehicle for company business will be paid a car allowance of \$120 per week. Employees do not receive car allowance during periods of paid or unpaid time off.

22.04 EDUCATIONAL ASSISTANCE - The Employer will provide assistance in accordance with past practice and corporate policy. The maximum assistance is \$400 annually which shall be increased to \$450 effective January 1, 2006.

22.05 PHONE ALLOWANCE - Employees who use a cell phone in the course of employment may claim \$25.00 per month on their monthly expenses towards the cost of their cell phone and \$50.00 per month on their monthly expenses for a smart phone/blackberry. Proof of purchase plan is required.

ARTICLE 23 - JURY AND WITNESS DUTY

23.01 The Employer will pay an employee who is required by the court to be a witness or for Jury Service or is subpoenaed for other judicial proceedings (except proceedings between the parties) for each day of service, the difference between his/her regular pay and commissions, and the payment he/she received for jury or witness service. The employee will present proof of jury or witness service and the amount of pay received.

23.02 When an employee is excused from jury or witness duty for one-half (1/2) day or more, he/she must return to the newspaper and complete his/her regular shift unless otherwise mutually agreed between the Employer and the employee.

23.03 Casual part-time employees and temporary employees shall be entitled to be absent for jury and witness duty, but without pay.

23.04 The Employer agrees to pay regular wages and commissions to any employee who is absent from work on a regularly scheduled work day due to his/her required attendance at an arbitration or Labour Board hearing or for attendance at bargaining meetings with the Employer. The Union agrees to reimburse the Employer the amount of such wages and commissions paid.

ARTICLE 24 - DURATION AND RENEWAL

24.01 This Agreement shall become effective September 1, 2015 and shall continue in effect until August 31st, 2018 and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other within ninety (90) days prior to the expiry of the agreement, initiating negotiations for a new agreement. If, pursuant to such negotiations, an agreement is not reached prior to the expiration of this Agreement, this Agreement shall continue in full force and effect until execution of a new agreement or completion of conciliation proceedings as prescribed by law, whichever shall first occur.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
ON THE ___ DAY OF _____ 2016.**

ON BEHALF OF THE UNION

ON BEHALF OF THE EMPLOYER

Letter of Understanding

April 18, 2016

Mr. Brad Honywill
Local Representative
UNIFOR – Local 87M (Southern Ontario Newsmedia Guild)

Dear Mr. Honywill:

Dispute Resolution Protocol for Commission Sales Staff

The following protocol shall be applied to resolve disputes concerning commission sales:

1. Annual Classified and Outside sales targets shall be set by the end of January by discussion between the commission sales representative and his/her manager.
2. Where an outside commission sales representative sees a loss of 15% or more of their annual sales budget from a single client, for uncontrollable reasons such as bankruptcies, mergers, collection accounts (where the commission sales person is prevented from selling to these customers), the commission sales representative shall have his or her sales targets reduced by the dollar value of the sales of the said client in the previous year for the following six (6) months. It is understood that the normal withdrawal of business advertising, such as the transfer of advertising dollars to another media, will not qualify as uncontrollable. It is the responsibility of the sales representative to advise their Manager of the loss of business and provide year over year reporting, within one month of the loss of business.
3. Prospective advertisers and/or accounts being redistributed shall be assigned to commission sales representatives at the discretion of management. Management shall exercise its discretion in a fair and equitable manner.

Yours sincerely,

Anne Williston
Vice President, Human Resources
Metroland Media Group Ltd.

Letter of Understanding

April 18, 2016

Mr. Brad Honywill
Local Representative
UNIFOR – Local 87M (Southern Ontario Newsmedia Guild)

Dear Mr. Honywill:

Re: Seniority 15.01

This letter confirms the discussion during bargaining related to changes to the definitions of seniority.

Effective the date of ratification, the change in definition of seniority will apply on a go-forward basis and will not affect anyone's existing seniority ranking in the bargaining unit.

Yours sincerely,

Anne Williston
Vice President, Human Resources
Metroland Media Group Ltd.

Letter of Understanding

April 18, 2016

Mr. Brad Honywill
Local Representative
UNIFOR – Local 87M (Southern Ontario Newsmedia Guild)

Dear Mr. Honywill:

Re. Training & Mileage

This confirms the agreement reached during bargaining regarding payment of mileage to employees while attending training.

When employees currently on car allowance are required to attend training at a location other than at the City of Midland, the company will pay 15 cents per km in addition to the car allowance paid. To clarify, the mileage amount claimed will be from the employee's place of work to the training location and return.

Mileage claims must be submitted on an employee expense report for payment.

Yours sincerely,

Anne Williston
Vice President, Human Resources
Metroland Media Group Ltd.

April 18, 2016

Mr. Brad Honywill
Local Representative
UNIFOR Local 87M (Southern Newsmedia Guild)

Dear Mr. Honywill:

Re: Clarification of Guidelines for Credit Notes & Write-Offs

Write-Offs:

There will be no charge back of commissions to a sales rep where the account has money owing to the company that has been written off provided that the sales rep has followed correct credit procedures.

Credit Notes:

Credit Notes will be reviewed on an individual basis and a decision to reverse commission made depending on the circumstances involved. A sales rep will be provided with a copy of the credit note and reason for the reversal of the commission. Should a sales rep have questions or require clarification of the decision, he or she should discuss the matter with his or her Manager and/or Director of Advertising.

Yours truly,

Anne Williston
Vice President, Human Resources
Metroland Media Group Ltd.

April 18, 2016

Mr. Brad Honywill
Local Representative
UNIFOR Local 87M (Southern Newsmedia Guild)

Dear Mr. Honywill:

Re. Benefits For Employees Over Age 65

This will confirm our discussions during negotiations regarding benefits for employees who continue to work past age 65.

The parties agreed that any employee reaching the age of 65 over the term of the agreement will be eligible for health & dental benefits on the current cost share arrangement until the earlier of their retirement or attainment of age 68.

While working, employees will also be eligible for life insurance of \$6,000 and ten paid sick days per calendar year. LTD will not be applicable.

In the event the company amends its current policy with respect to benefits for individuals working past age 65, such policy will apply to members of this bargaining unit, provided the changes offer an equal to or greater benefit.

Yours truly,

Anne Williston
Vice President, Human Resources
Metroland Media Group Ltd.

April 18, 2016

Mr. Brad Honywill
Local Representative
UNIFOR Local 87M (Southern Newsmedia Guild)

Dear Mr. Honywill:

RE: Article 17.02

This confirms the understanding between the parties regarding application of article 17.02 that pay frequency shall continue on a weekly basis unless the frequency of pay is changed for the Main and Simcoe County Editorial bargaining units at which time the frequency shall be changed in a similar manner for the bargaining unit staff covered by this collective agreement.

In the event of a change in pay frequency, the employer will extend an interest free loan of up to one week's salary to any employee for a period of six months, to be repaid by payroll deduction in biweekly installments.

Yours truly,

Anne Williston
Vice President, Human Resources
Metroland Media Group Ltd.

April 18, 2016

Brad Honywill
Local Representative
UNIFOR Local 87M (Southern Ontario Newsmedia Guild)

Dear Mr. Honywill:

Re: Midland Advertising Incentive Plan for Retail, Real Estate & Telemarketing

The proposed advertising sales representative incentive plan is as follows:

- \$250 per quarter for reaching the quota for that quarter
- \$500 per half for reaching the 1st half & 2nd half quota
- .5% on total local sales for reaching the year end quota
- 5% additional commission payable once previous year's local actual sales (not quota) total has been achieved.

Sales is defined as all year over year sales sold by an individual in Metroland Central including ROP, colour, magazines, digital, WAGJAG. This would apply to all aspects of the incentive plan.

Quotas will be established by the Ad Manager. Quarterly and annual quotas will use last year's sales plus an amount to be determined by the Ad Manager. The company reserves the right to change quotas as a result of new business initiatives, or in the event of significant changes to the business, with the agreement of the union. Such agreement shall not be unreasonably withheld.

Yours truly,

Anne Williston
Vice President, Human Resources
Metroland Media Group Ltd.

April 18, 2016

Brad Honywill
Local Representative
UNIFOR Local 87M (Southern Ontario Newsmedia Guild)

Dear Mr. Honywill:

Re: Article 11.02 – Safety Shoes

The company agrees to reimburse employees for safety shoes up to \$160 every two years, effective the date of ratification.

Yours truly,

Anne Williston
Vice President, Human Resources
Metroland Media Group Ltd.

Schedule A

Commission Program

The base commission plan will be as follows:

Retail:

- 10% of local revenue on sales
- 1 to 3% for corporate service accounts (level to be determined by the Employer based on reasonable criteria)
- 5% outside Central region
- 10% on combo inside Simcoe County ads
- 8% on combo outside Simcoe County and inside Central Region
- 10% on Digital Sales
- 10% on Print to Web

Although commission plans once established rarely change, the parties understand and agree that reasonable adjustments to the commission plans may be made by the Company during the term of this agreement.

The company will meet with the union to discuss commission plan amendments prior to implementation.