

# **COLLECTIVE AGREEMENT**

**BETWEEN**

## **THE HAMILTON SPECTATOR**

**(A Division of Metroland media Group Ltd.)**

**AND**



**SOUTHERN ONTARIO NEWSMEDIA GUILD**

**Part-Time Mailroom Department**

**Effective from January 1, 2013 – December 31, 2015**

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## **LOCAL HISTORY**

Pay of \$30 a week for six days of work, arbitrary firings, salary cuts, and ridiculous schedules. That's what brought the Guild to the newsrooms of Toronto in the Dirty Thirties. And since then, SONG has been working hard to get a better deal first for newspaper and now for all media employees.

It seems odd now, but in the 1930's, working Canadians looked south of the border when they wanted strong, dynamic and progressive union representation. For news industry employees, the obvious choice was the American Newspaper Guild, founded in 1933 by a man who was then one of the most well-known columnists in North America, Heywood Broun.

While skilled craft workers such as printers and press operators had long been organized at most major papers, the union idea was new to reporters, editors, advertising sales staff, and circulation and clerical workers.

But a small group of Toronto newsroom workers — many of them women, who were only a small minority of editorial staffers in those days — brought the American Newspaper Guild to Canada in September 1936 with the daunting task of organizing the newsrooms of the four Toronto dailies then publishing.

The new local was called the Toronto Newspaper Guild, Local 87 of the ANG, and its first decade was largely a story of failure. With legal protections weak, publishers were able to get away with subtle and not-so-subtle pressure tactics in order to prevent unions from taking root.

Even at the Toronto Daily Star, known as a friend of labour (and founded by striking printers in the 1890s) an attempt in the early 40s to negotiate a contract collapsed after the company demoted known union supporters and engaged in the kind of blatant intimidation that is outlawed today.

The ANG revoked the charter of the Toronto local in 1943.

### **The First Contract**

But the need and desire for a union didn't die. In 1948, the Toronto Newspaper Guild was resurrected and was able to demonstrate majority support in the Star newsroom.

That meant it could be certified by the Ontario Labour Relations Board under newly enacted labour laws, with the result that the company was obliged to bargain with the union.

The new union's first president was Beland Honderich, later to become publisher and part-owner of the Star. Honderich set the tone for this new union when he wrote in the first issue of the local union's newsletter: "We are now trade unionists...members of that great body of men and women who have been striving for years to improve the living

standards of Canadian workers...A union, if it is to be successful, must be representative...it must be democratic..."

Those goals continue to motivate this union.

After several months of bargaining, the Guild's first contract in Toronto and indeed the first ANG contract in Canada was signed in April, 1949, containing the milestone pay rate of \$80 a week for reporters/photographers with five years of experience.

The Star proclaimed itself on its news pages as the "first newspaper in Canada to establish the five-day, 40-hour week for editorial employees...it now becomes the first and only Toronto daily newspaper to pay its editorial workers time-and-a-half in cash for overtime."

The Guild was on its way. By 1953, the newsroom of the Toronto Telegram (a paper which eventually folded in 1971) was under Guild contract, and the Globe and Mail followed two years later. At the same time, other departments at the Star followed the newsroom into the union, so that the Guild soon represented advertising sales staff, circulation employees, delivery drivers and accounting clerks totaling almost 1300 members.

Other early Guild papers in Ontario were the Toronto edition of the Daily Racing Form, and the Brantford Expositor, whose mid-1950s unionization marked the local's first foray outside Toronto.

Employees made major gains in wages, benefits and working conditions in those early years, and were generally able to do it without having to resort to strike action.

The first strike in the young local's history took place at the Racing Form in July of 1951. It lasted all of 30 minutes. All 13 members went on strike when the employer refused to implement wage increases that had been negotiated. They returned to work with guarantees that all members would get their increases and they did.

### **The First Strike**

When the Guild's first major strike came, it was at a small paper, and it was a messy one.

Employees at the Thomson-owned Oshawa Times walked out in 1966 in a two-week strike that became one of the biggest Canadian labour battles of the era. While the strike involved only 35 employees, the courts granted a controversial injunction limiting picketing.

That prompted a rebellion in the strong union town, and picket lines swelled to more than 1,000 with the support of other unions.

When the local sheriff showed up to try to enforce the injunction, he was pelted with snowballs and beat a hasty retreat.

Newspaper publishers were outraged, but the strike was settled soon after. A second strike in Oshawa was also long and difficult in 1995 and created the local union's first strike paper operating in competition with the Times. At the end of the strike neither paper survived.

In 1955 the young local union had to confront the loss of one of its early activists and a former president A.O. (Alf) Tate, a Star photographer who was killed in a work accident. Tate and reporter Doug Cronk were assigned to report on a hurricane off the coast of Florida when their plane went missing. Their bodies were never found.

The union honoured Tate by creating a journalism scholarship in his name. Originally, the scholarship was awarded to a needy grade 11 student who demonstrated ability and was selected by the Toronto School Board. Today the local maintains the A.O. Tate scholarship for a journalism student at Ryerson University in Toronto.

Fred Jones followed Tate as local union president. Jones left the local to work for the international union as a Canadian representative where he continued to work with local 87.

He later returned to the local as Executive Secretary. His contribution to the union has also been recognized with an internal award. Every year a local activist is granted an educational subsidy in Jones' honour.

Co-operation between the Guild and other newspaper unions was one of the keys to the gains at the Toronto dailies in the 1950s, but the solidarity was strained in the wake of a disastrous strike by the printers (members of the International Typographical Union) in 1964. The printers at all three dailies took a stand against technological change, but Guild members continued working, and the papers continued publishing with the help of strikebreakers. The unionized printers never went back to work.

### **Growth in the 60s, 70s**

The late '60s and the 1970s were a more stable period for the union, as the Guild settled into perhaps a too-cosy relationship with the newspaper companies. Organizing of new groups was given little priority. The union, recognizing it was more than just a Toronto organization, changed its name in the late 70s to Southern Ontario Newspaper Guild, but made no serious effort to expand.

The parent union, recognizing it had members outside the United States, changed its name from American Newspaper Guild to The Newspaper Guild. The early 1970s also saw the first major stirrings of Canadian nationalism within the union, as the Toronto Guild pressed with only minimal success for more Canadian autonomy within the international structure.

The local also had stable leadership through these years. Jack Dobson of the Globe and Mail served 8 terms as local president from 1959 through 1966 when he resigned to

become a local union staff representative. Later, John Lowe of the Star led the union for 9 terms from 1976 through 1984. While a woman was not president until 1989 when Gail Lem was first elected, women played a key role in the union and its executive from the earliest days.

Star reporter Judith Robinson was part of the 1939 organizing committee and women like Lillian Thain and Nadia Bozinoff also of the Star, Isabel Greenwood and Jean Pakenham of the Telegram and Margaret Daly of the Star all made fundamental contributions to the union's successes.

The 1980s saw a shakeup at SONG, as new officers were elected with a mandate to organize more workplaces and take a more aggressive approach to negotiations.

At the bargaining table this new approach saw the Guild's first strike ever at the Toronto Star, in 1983. The 1,500 SONG members were off the job for only four days, including a weekend, but the strike marked a turning point, and companies got the message that they couldn't take the union for granted.

Meanwhile at the Globe and Mail, Guild employees took their first ever strike vote in 1982, also marking a new era in relations with the company. Those negotiations ended without a strike, and the Globe unit of SONG still has a strike-free record.

Organizing took off in the early '80s, with the Hamilton Spectator newsroom joining SONG and with the landmark organizing drive at Maclean's magazine, where editorial staff went on strike for two weeks in 1983 and gained their first contract. Maclean's part-time employees joined the union in 2005 and these two groups represent the only unionized operations in the Rogers Publishing empire. The Globe and Mail's outside circulation department and advertising staff also went union.

With those successes, news industry workers saw the benefits of unionization. By the mid-80s, editorial employees at the Metroland chain of non-daily papers joined SONG and bargained a contract that is seen as the pace-setter in the community newspaper sector. Soon employees of other non-dailies sought out SONG, and the union was expanding rapidly.

In the late 1980's, two of the largest non-union newsrooms in the province — the London Free Press and Kitchener-Waterloo Record — joined SONG. This was followed by organizing at a number of small Thomson-owned papers. Following long and bitter — but successful — first-contract strikes at Thomson papers in Guelph and Cambridge, SONG was able to organize employees at Thomson outlets in Belleville, Chatham, Niagara Falls and Midland. Contracts at all these papers made major improvements in wages.

The 1980's also saw a move for the Guild offices to its current home at 1253 Queen St. E., just east of Leslie St. In 1984, SONG purchased the two-storey former Target air conditioning and heating contractor building for \$170,000. With the rapid expansion of membership and units, the former quarters on the ground floor and basement of a townhouse at 219 Jarvis St. had become cramped.

Despite layoffs and hiring freezes at many papers during the 1990s, SONG's membership continued to grow through organizing.

### **Going Canadian**

Throughout the period of expansion in the 1990's, the leadership of SONG became increasingly frustrated with the lack of attention and service that the Newspaper Guild's Washington head office was providing to Canadians. After a long and unsuccessful campaign for more Canadian autonomy within the Guild international, SONG members voted in 1994 to sever ties with The Newspaper Guild. Shortly afterwards, SONG affiliated with the Communications, Energy and Paperworkers Union of Canada (CEP), an all-Canadian union and Canada's largest media union.

The Guild and the Star again did battle in 1992 during a one-month strike over the company's plans to contract-out its delivery department. The strike failed to stop the company's plans, but got a better deal for the laid-off employees.

In 1996, SONG's long-time president, Gail Lem of the Globe and Mail unit, was elected as the CEP's national vice-president of media, the top officer for the CEP's 15,000-strong media section, representing employees in print and broadcast across Canada. She was followed in that post by Peter Murdoch who is a former Hamilton Spectator reporter and SONG representative.

Despite restrictive labour laws passed by the Conservative government elected in Ontario in 1995, SONG has continued to organize, bringing in employees of ethnic community newspapers at Sing Tao Daily, Share, the Korea Times and the World Journal. In early 2002 a further 350 employees of the London Free Press chose union representation with SONG.

Their Quebecor cousins in the Toronto Sun newsroom joined up in early 2003, followed closely by the Local's first broadcasting bargaining units at CHUM's New PL/WI/NX now known as the A Channel and Corus. Soon after pre-press employees at the Toronto Sun and editorial employees at the Ottawa Sun chose SONG.

In addition, employees at the Stratford Beacon Herald and the Simcoe Reformer and the free daily Metro have joined SONG. By 2004, the Local represented media workers in newspapers, magazines, book publishing, television and specialty broadcasting, radio and internet: in recognition of this diversity, we changed the name of our Local to the Southern Ontario Newsmedia Guild.

### **Expanding Beyond Southern Ontario**

In 2008, SONG expanded in a big way to the Ottawa area where we'd already organized the Ottawa Sun.



**B**eginning in January, 2008, we added seven media units from the former Local 102-O, including the House of Commons broadcast/technical group, the Ottawa Citizen mailroom, the Winchester Press, the Glengarry News, the Pembroke Observer and the audio-video units, TelAv and ELC.

The organizing continued with the addition of the Sarnia Observer editorial department in late 2008. In 2010 both the Metroland Ottawa and the Chinese-language Ming Pao units were added. Ming Pao workers didn't get their first contract, however, until 2012 following a strike and government-ordered first contract arbitration.

**D**espite the organizing efforts of Locals like 87M, the national union during the first decade of the 21st Century suffered major membership declines due to the effect of globalization and the 2009 financial crisis. Many jobs in the heavily-unionized manufacturing sector were outsourced to low-wage countries in Asia. This led to merger discussions between CEP and the Canadian Auto Workers which was consummated with the creation of a new union, Unifor, on Aug. 31, 2013. Unifor instantly became the largest private-sector union in Canada and a formidable force for worker rights and social justice.

**W**ith the merger, CEP Local 87M became Unifor Local 87M. We now represents almost 3,000 workers in all aspects of the media in Ontario and 34 different workplaces. The local and its members confront daily issues of media concentration, editorial integrity, contracting out, job security, pensions and the declining circulation of paid daily newspapers.

The local has had, and continues to have, success in supporting its members on these issues because of the willingness of members to volunteer their time and use their energy and creativity. Some take time from their careers to work full-time as local president or on local staff. In addition, the local has been well served by the dedication of its staff hired from outside the membership. Men and women who have spent countless hours in the negotiation and administration of collective agreements and ensuring the infrastructure of the local functioned on a day-to-day basis.

## **RECOGNITION**

The employer recognizes the union as the exclusive bargaining agent for all employees in the mailroom department of The Hamilton Spectator, a division of Metroland Media Group Ltd., in the City of Hamilton regularly employed for not more than 24 hours per week, save and except forepersons, persons above the rank of foreperson, clerical employees and persons covered by subsisting collective agreements.

## **SECTION 1 - COVERAGE**

- 1 (a) The jurisdiction of the bargaining unit is that work related to inserting by hand, (including the feeding of hoppers), performed in the mailroom by employees as defined in the Recognition section, which is similar in kind and quantity to that which is normal or practiced at present.
- 1 (b) All functions in the mailroom will be performed only by regular full-time journeymen mailers, apprentice mailers or part-time employees, except as outlined in Section 1(c).
- 1 (c) "Wing" or single copy labeling functions as would be applicable to some commercial business, may be handled on a contracted basis by an outside firm operating within a designated area of the mailroom.

## **SECTION 2 - FUNCTIONS OF MANAGEMENT PRESERVED**

The management of the enterprise in accordance with its responsibilities and policies including the right to control operations; hire, promote, demote, transfer, suspend or discharge employees; determine complement and the number of employees required from time to time; schedule working hours; introduce new methods, equipment or facilities; extend, curtail or cease operations; and other normal functions of management are vested exclusively in the employer. The employer agrees such functions shall be exercised in a manner consistent with the provisions of this agreement.

## **SECTION - MEMBERSHIP**

It is a condition of employment of any employee, as of the date of the signing of this agreement, who is a member of the Union or who thereafter becomes a member of the Union, that they remain a member for the duration of the agreement.

Each new employee shall become a member of the Union on the first day following completion of their probationary period.

The Union agrees that it will retain in membership any employee subject to the Constitution of the Communications, Energy and Paperworkers Union of Canada and

the Bylaws of the Communications, Energy and Paperworkers Union of Canada, Local 87-M.

#### **SECTION 4 - DUES DEDUCTION**

The employer shall make dues deductions as required by law and shall deduct weekly from the weekly earnings, of each employee whose position is covered by this Agreement and shall pay to the Union not later than the tenth (10th) day of each month, all regularly scheduled Union membership dues. Such membership dues shall be deducted from the employee's earnings in accordance with the Union's schedule of dues rates furnished the employer by the Union. Such schedule may be amended by the Union. However, thirty (30) days' notice must be provided to Human Resources to enable any change to be implemented.

#### **SECTION 5 - INFORMATION**

- 5 (a) The Employer shall supply the Union, on date of signing of the agreement, and annually thereafter, on or about April 15th, with a list containing the following information for each member of the Bargaining Unit:
  - (a) Name and address
  - (b) Date of hiring
  - (c) Classification and status
  - (d) Experience rating and experience anniversary as designated by the Employer.
  - (e) Salary including payments above the minimum.
- 5 (b) Changes to the above information shall be provided to the Union.
- 5 (c) On signing of the agreement, and annually thereafter, the employer shall distribute to the employee, a form on behalf of the Union, seeking on a voluntary basis, any additional information desired by the Union.
- 5 (d) The Employer shall notify the Union of resignations, retirements, deaths, leaves of absence and effective date.
- 5 (e) The Company will notify the Union chairperson of new hires into the bargaining unit and their expected start date.

#### **SECTION 6 - HEALTH AND SAFETY**

- 6 (a) The Employer shall continue the Safety Committee as presently in force. The Union shall elect its employee designate to sit on the Committee. Reports from that Committee shall be available to the Union on request.

- 6 (b) The Employer agrees to make every reasonable effort to provide clean, healthful, sufficiently-ventilated, properly-heated and lighted work areas of adequate size.
- 6 (c) The Company agrees to subsidize safety boots/shoes to a maximum of \$100 in a 12 month period or \$150 every 24 months. The Company will issue a signed form authorizing the purchase from the safety boot truck.

Alternatively, employees may purchase safety boots at the retailer of their choice and be reimbursed upon submission of receipts. Safety boots/shoes must be worn at all times while on duty.

New employees will be reimbursed upon submission of receipts once they successfully complete their probationary period.

## **SECTION 7 - HOURS OF WORK & OVERTIME**

- 7 (a) The work week shall not normally be more than twenty-four (24) hours a week for part-time personnel. It may comprise a work situation at any time of the day, afternoon or night or combinations of days, afternoons or nights, during a seven (7) day period.

There may be times when twenty-four (24) hours per week may be exceeded during the implementation of new work being added to the Mailroom. A meeting will be held no less than every six (6) weeks to review hours of work and staffing.

- 7 b) It is understood the employer makes no guarantee of any minimum number of hours of work nor of a minimum daily or weekly earnings.
- 7 (c) An employee who is assigned and reports for a regular scheduled shift shall receive for that shift, not less than four (4) hours pay at straight time rates.
- 7 (d) Hours beyond ten (10) hours of straight time in a twenty four (24) hour day worked by an employee will be paid at the rate of time and one-half.
- 7 (e) Hours beyond thirty-seven and a half (37-1/2) hours of straight time in a week worked by an employee will be paid at the rate of time and one-half.
- 7 (f) A lunch period of thirty (30) minutes, without pay, shall be allowed each employee on each shift. An employee shall not work more than five (5) consecutive hours without receiving a lunch break.

As an alternative, when the work must continue, a rotation of breaks will be arranged to ensure a thirty (30) minute paid lunch for each employee.

- 7 (g) In addition, one fifteen (15) minute break period, with pay, shall be given by the Company each shift. This break shall be no earlier than one (1) hour after the start of their shift and must be taken before the end of the shift.

When an employee's shift exceeds 7 1/2 hours in length, the employee will qualify for a second fifteen (15) minute break period with pay. The decision on the timing of this second break shall remain solely with the Employer. The break may be given prior to the 7 1/2 hour point of the shift.

- 7 (h) It is understood the Employer may have to make changes in start times. For temporary changes, every reasonable effort shall be made to provide twenty-four (24) hours notice of such change. A permanent change (lasting longer than one (1) month) in regular start times may be made to meet production requirements providing the employees affected have been given a minimum of seven (7) days notice.
- 7 (i) Individual bargaining unit members who are requested to work beyond their regular daily production assignment will be guaranteed a minimum of one (1) hour of work.
- 7 (j) In the event more workers are required on a regular shift or any extra shift, the work shall first be offered to off-duty regular workers, then to Saturday staff. However, work need not be offered to an off-duty worker if they already have 36 or more hours of straight time work in the week.
- 7 (k) In the event fewer workers are required on a regular shift, the employees who are not required will be determined by a rotating alphabetical list.
- 7 (l) In assigning overtime at the end of a shift, overtime will first be offered on a voluntary basis through an alphabetical rotation of employees at work and if after that rotation additional staff is still required, then the overtime will be assigned on the basis of inverse seniority. It is recognized that there will be no alphabetical rotation when all staff is required to stay.

**SECTION 8 - SCALE OF WAGES**

Minimum salary scales are as follows:

For employees on staff as at November 29, 2001:

		<u>Rate per Hour</u>
January 1, 2013	Experienced	\$14.25
	Leader (Floor Person)	\$17.03

For employees hired after November 29, 2001 and prior to May 1<sup>st</sup>, 2013:

		<u>Rate per Hour</u>
January 1, 2013	Experience \$12.30 Leader (Floor Person)	\$17.03

For employees hired after May 1<sup>st</sup>, 2013:

	<u>Rate per Hour</u>
Start rate	\$10.50
After six (6) months	\$11.00
One (1) year	\$11.50

Within two (2) two weeks of the date of ratification (May 1, 2013) a lump sum payment of \$150.00 will be paid to all current employees actively employed.

On the first pay period following January 1<sup>st</sup>, 2014 a lump sum payment of \$200.00 will be paid to all current employees actively employed on January 1<sup>st</sup>, 2014.

On the first pay period following January 1<sup>st</sup>, 2015 a lump sum payment of \$250.00 will be paid to all current employees actively employed on January 1<sup>st</sup>, 2015.

## **SECTION 9 - VACATIONS**

- 9 (a) Vacation pay will be calculated to the week preceding the date of the employee's vacation and thereafter during the duration of this contract shall be calculated from the date of the employee's prior vacation payment.
- 9 (b) Vacation pay shall be paid to the employees in the week preceding the employee's vacation period.
- 9 (c) The onus shall be on the employee to give the Company no less than two (2) week's notice of their intention to go on vacation.
- 9 (d) The summer vacation schedule (covering the period from May 1 to October 31) will be made available to employees by the end of the first week in March and completed by the end of the first week in April. The winter vacation schedule (covering the period November 1 to April 30) will be made available to employees by the end of the first week in September and completed by the end of the first week in October. Vacation schedules are subject to approval by the Employer who shall determine the number of employees needed at all times in order that there be no interference in the operation of the department. In approving vacation schedules, the Employer will make

reasonable effort to allow two weeks consecutively during the period May 1 to October 31. The Company agrees to confirm vacation dates within four weeks of completion of the vacation schedules.

- 9 (e) Employees who have reached one (1) year of unbroken service shall be entitled to three (3) weeks of time off for vacation.
- 9 (f) Employees who have reached seven (7) years of unbroken service shall be entitled to four (4) weeks of time off for vacation.
- 9 (g) Employees who have reached twelve (12) years of unbroken service shall be entitled to five (5) weeks of time off for vacation.
- 9 (h) Employees who have reached twenty-three (23) years of unbroken service shall be entitled to six (6) weeks of time off for vacation.
- 9 (i) In cases where there is a conflict over vacation requests for available vacation time, seniority shall be the deciding factor. Employees who fail to submit their vacation requests within the vacation schedule posting period, shall forfeit their seniority rights. In such cases, vacations shall be decided on a first-come, first-serve basis.
- 9 (j) Employees may choose to defer their vacation pay entitlement to January of the following year and take it in a lump sum payment.
- 9 (k) Vacation pay will be calculated at six (6) per cent of gross wages. For employees who have reached seven (7) years unbroken service, vacation pay will thereafter be calculated at eight (8) percent of gross wages.

## **SECTION 10 - STATUTORY HOLIDAYS**

When a statutory holiday falls in the workweek, an employee in the bargaining unit will be paid seven and one-half (7-1/2) hours straight time wages if:

- (a) The employee has completed three (3) months service.
- (b) Has worked at least eight (8) days in the prior four week period.
- (c) Is available when scheduled for work the day preceding and the day following the holiday.

The ten (10) recognized holidays are New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

An employee who does not qualify for statutory holiday pay under the above provisions, but does qualify for statutory holiday pay under the Ontario Employment Standards Act,

shall be paid statutory holiday pay in the amount determined by the provisions of the Ontario Employment Standards Act.

An employee assigned to work on a recognized holiday shall be paid at the time and a half rate for hours worked and if the employee qualifies under (a), (b), and (c) above, shall also be granted a day off with regular rate pay at a time mutually agreed between the Employer and the employee. Where such alternate day off cannot be arranged within sixty (60) days, the employee shall be paid a day's pay at the regular rate.

Where an employee is on authorized vacation and qualifies under (a) above and where a statutory holiday falls during the authorized vacation, then the employee shall receive seven and one-half (7-1/2) hours regular pay or an additional day off. The additional day off will be the first scheduled working day after the vacation. The employee shall inform the foreperson of his/her choice at the time of arranging vacation as per Section 9.

Employees who have worked a minimum of 100 shifts in the 12 months previous to December shall qualify for one (1) paid floating day to be taken in the following 12 months. Employees who have also reached twelve (12) years of unbroken service shall be entitled to one (1) additional paid floating day per year. Such day(s) will be in lieu of a regularly scheduled shift(s) and will be taken at a time to be mutually agreed between the Employer and the employee. Employees will receive seven and one-half (7-1/2) hours straight time wages for the floating day(s).

## **SECTION 11 - DISCIPLINE & DISCHARGE**

- 11(a) For employees who have completed their probationary period, the Employer agrees that there shall be no discharge except for just and sufficient cause. A probationary employee may be dismissed for any reason in the sole discretion of management and such employees shall not have any recourse to the grievance or arbitration procedure with respect to discharge or any disciplinary action imposed.
- 11 (b) Except for discharge for gross misconduct, in the event that a seniority employee is discharged, at least two (2) weeks' notice in writing shall be given, or equivalent pay in lieu of notice. A copy of the notice of any termination of employment, which shall include the reason for discharge, shall be sent to the Union at the same time as it is sent to the employee.
- 11 (c) New employees shall be considered probationary employees for the first ninety (90) shifts worked or six (6) calendar months, whichever occurs first. The probationary period may be extended up to a maximum of ninety (90) days with the agreement of the Union. New Saturday shift employees shall be considered probationary employees for the first thirty (30) shifts worked.



11(d) There shall be no disciplinary action taken against any seniority employee except for just and sufficient cause. Disciplinary action by the Employer's representative requiring an office interview or resulting in loss of pay to a seniority employee will be cause for notification at once to the Unit Chair. The employee so disciplined shall be informed of their right that a union steward may be present at such interview. Any action, which does not require an office interview or result in a loss of pay shall not be considered disciplinary action.

11(e) No disciplinary letter or other expression of dissatisfaction in either written or computerized form shall be placed under an employee's name or used against the employee at any time unless it has been seen by the employee at the time of issue. The employee shall be entitled to a copy on request.

Personally addressed notes of commendation from the Employer will be placed in the employee's personnel file.

Provided there is no reoccurrence of disciplinary action, removal of disciplinary letters and written expressions of dissatisfaction from an employee's personnel file shall take place after two years

Should there be a reoccurrence of discipline within the above time periods, then it is understood that such time periods will start over.

It is understood that the Company may retain information removed from an employee's personnel file for information purposes only. The Company agrees not to use such removed information at future disciplinary hearings or arbitrations.

11 (f) There shall be no discriminatory or disciplinary action taken as a result of putting this agreement into effect.

11 (g) An employee or the Union (with the employee's permission) shall, upon written request, have the right to review their personnel file in the presence of a management representative and shall, upon request, be provided with copies of any criticism, commendation, appraisal or rating therein.

An employee shall be entitled to a copy of any criticism, commendation, appraisal, or rating affecting such employee that is placed in their personnel file.

## **SECTION 12 - NEW TECHNOLOGY**

12 (a) The Union shall be given at least six (6) months notice where possible, but in all cases, not less than three (3) months notice of the introduction of new or modified equipment, machines, apparatus or related software which would result by itself in a substantial reduction in the number of hours of work

available to the employees or in the number of employees employed.

The Employer will also notify the Union at least thirty (30) days prior to the introduction of new or modified equipment, machines, apparatus or related software which would by itself significantly change the employee's work.

- 12 (b) The employer undertakes to discuss with the Union any opportunity to minimize the effect of such equipment on part-time employees.
- 12 (c) Any training deemed necessary by the Employer as the result of introduction of new technology shall be done at the expense and on the time of the Employer with no loss in pay or benefit impairment.
- 12 (d) No employee in the mailroom at the time of introduction of new or modified equipment, machines, apparatus, or related software into another department at The Spectator, which results in the transfer of employees from that department into the Bargaining Unit shall suffer layoff because of such transfer.

### **SECTION 13 – STAFF REDUCTIONS/LAYOFFS**

- 13 (a) Reductions in staff, as distinct from discharge for just and sufficient cause, may be made.
- 13 (b) The Union shall be notified, where possible, at least six (6) weeks in advance of layoffs. During this period the employer shall inform the union of the number of employees required on the roster to meet the inserting work. No notices of layoffs shall be issued to individual employees during the first two (2) weeks following notification to the union. In any event, the Union shall be notified, where possible, at least 90 days in advance of layoffs involving more than 40% of bargaining unit members.
- 13 (c) Prior to any layoffs the Employer will accept voluntary layoffs from the employees involved. The number of employees laid off shall be reduced by the corresponding number of equivalent voluntary layoffs.
- 13 (d) Reductions in staff shall be made in the inverse order of seniority within the bargaining unit.
- 13 (e) It is recognized that the notice period as outlined in Section 13(b) may be exceeded. While the decision to provide notice beyond these periods must rest solely with the Employer, the Company will continue to recognize the employees' desire for longer notice and will endeavour to provide more notice than as outlined in the above noted section.
- 13 (f) In the event of layoffs to reduce the work force, and while the recall list remains in force, the use of temporary employees shall not be increased

unless all laid off employees have been offered the work and have refused such work.

- 13 (g) Employees released by the Company shall receive 2 weeks regular straight time rate pay for each years' service up to a maximum of 42 weeks pay. The calculation of "years' service" will be pro-rated on the basis of shifts worked. It is agreed that an employee discharged for cause or leaving voluntarily shall have no right to severance pay under this agreement.

#### **SECTION 14 - RECALL**

- 14 (a) Any employee who has been laid off shall be placed on a recall list for a period of thirty (30) months. Any opening that occurs in the bargaining unit during that period shall first be offered to any employee on that list in order of bargaining unit seniority. Refusal to accept a job offer shall result in the employee being dropped from the rehiring list, however an employee will not be deleted from the list for refusal to accept, or for accepting, a temporary position.

- 14 (b) Service time shall mean the length of continuous employment with the employer. Seniority shall mean the length of continuous employment in the bargaining unit. Employment shall be deemed continuous unless interrupted by (a) layoff; (b) dismissal for just and sufficient cause, or (c) resignation.

However, in the case of a layoff, service time and seniority will be frozen at the level established at the time of a layoff. If the employee is recalled from the recall list to part-time employment, such service time and seniority will be restored at the frozen level.

- 14 (c) The Union and the Unit Chair or their designate shall be notified of any intended recall.

- 14 (d) An employee who is recalled shall be paid the prevailing rate for that classification.

- 14(e) An employee recalled shall be notified by registered mail sent to their last known address. The employee shall notify the Employer in writing, within seven (7) days of receiving such registered mail, of their intention to return and shall be given an additional seven (7) days to report for work failing which their name shall be removed from the recall list.

- 14(f) If an employee is rehired after the payment of severance pay and before the expiry of the number of weeks so paid for, the unearned severance pay shall be refundable to the Employer.

## **SECTION 15 - LEAVES OF ABSENCE**

- 15 (a) 1. Upon application in writing, leaves of absence without pay may be granted at the discretion of the employer for good and sufficient cause. Any refusal shall be covered by a letter of explanation.
2. In addition to the above, an unpaid leave of up to twelve (12) months may be granted on attaining three (3) years' service and again of up to twelve (12) months after every six (6) year anniversary of employment thereafter for career development, education or apprenticeship programs. Such leave shall not be unreasonably denied.
3. No more than three employees need be granted leave provided for in section 2 above at any one time.
4. Leaves provided for in 2 above shall be granted first to the most senior employee applying. No employee shall be granted a second leave of absence under 15(a)2 while other employees are awaiting leave under the same Section, except if the course of studies lasts more than one year, in which case renewal of the leave will be considered ahead of new leaves.
- 15 (b) An employee shall request a leave of absence in writing at least one (1) month before the date the leave is to begin, where the leave exceeds three (3) months. When a leave of absence is for three (3) months or more, the employee must advise the employer in writing, at least one (1) month before the expiration of the leave, of their intention to return to their position. Failure to give such notice shall be taken as voluntary resignation.
- 15 (c) Leaves provided for in Section 15(a)1 and those extending beyond one (1) month under Section 15(a)2 or 15(f) shall not constitute breaks in continuity of service, but shall not be considered service time in the computation of benefits dependent upon length of service. Seniority shall continue to accrue for leaves of one (1) month or less under Section 15(a)2 and 15(f) and for all other leaves under articles 15(e), (g), (h) and 16(j).
- 15 (d) It is recognized that an employee on leave of absence may be replaced and that such replacement may be terminated on the return of the absent employee without recourse to the grievance procedure. Such termination of a replacement employee shall apply only to temporary employees hired as a result of the leave of absence. An employee transferred from within to fill a vacancy caused by a leave of absence shall be returned to their former position upon the return of the absent employee.
- 15 (e) Leaves of absence without pay upon written request shall be granted to employees elected or appointed delegates to conventions of The Communications, Energy and Paperworkers Union of Canada or any organization with which The C.E.P is affiliated and to delegates to special

meetings called by The C.E.P. No more than two (2) such leaves need be granted at the same time and leave to any such delegate shall not exceed seven (7) calendar days with the exception of attendance at the Labour College of Canada, in which case the leave will cover the term.

A Bargaining Committee member shall not suffer loss of wages, where, by mutual agreement between the parties, negotiations for a collective agreement are scheduled during her scheduled working hours. The Employer shall not be responsible for payment for overtime hours not worked as a result of negotiations.

Bargaining Committee members may, upon approval of the employer, be given time off work to prepare for negotiation days related to renewal of this Collective Agreement. Adequate notice will be provided to the Employer when requesting preparation days off. Approval for such preparation days shall not be unreasonably denied.

Where such days are approved, Bargaining Committee members will receive pay in the normal manner for regular hours worked by their team on that day, however the Company will bill the Union for such pay and any associated payroll costs. The Union will make every reasonable effort to pay such bills within thirty (30) days of the invoice date. The Employer shall not be responsible for payment for overtime hours not worked as a result of preparation days.

- 15 (f) If an employee is elected or appointed to any office or position of The Communications, Energy and Paperworkers Union of Canada, CLC, AFL-CIO or office or position of a local of The C.E.P, or office or position with any organization with which The C.E.P is affiliated, such employee upon request, shall be given a leave of absence without pay, for a period not longer than two (2) years which may be extended by mutual agreement and shall be reinstated in the same or a comparable position upon the expiration of such leave. No more than two (2) employees may be absent simultaneously on such leave.
- 15 (g) In the case of death in the immediate family, employees shall be entitled to a maximum of three (3) days bereavement leave. The immediate family shall include the employee's mother, father, legal guardian, sister, brother, spouse, (including common-law spouse and same sex spouse), children, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, step-children, step-parents and step-siblings.

The bereaved employee is entitled to pay, in respect to the day of the funeral and the two (2) concurrent days, if scheduled to work on the days of absence. The amount of pay shall be the straight-time wages for the hours of work scheduled for the employee on that day.

Time off without pay for other funerals may be granted at the discretion of the department head.

Bereavement leave will not apply when the employee is on vacation.

The bereaved employee may make additional arrangements by mutual agreement to take vacation credits and/or an unpaid leave of up to three (3) days. Permission for such leave shall not be unreasonably denied.

- 15 (h) Unpaid pregnancy/parental leave shall be granted upon request according to the following chart:

Birth mother - up to a total of 52 weeks.

Natural father - up to a total of 37 weeks.

Adoptive mother - up to a total of 37 weeks.

Adoptive father - up to a total of 37 weeks

Such leave may be extended at the employee's option by adding vacation leave. If the leave extends over a calendar year end, then they may elect to defer their current year's vacation to the next year.

- 15 (i) If an employee would have been subject to layoff during any leave under this Section, then their right to return to work will be governed by the Layoff/Recall provisions of this Agreement.

## **SECTION 16 - GENERAL PROVISIONS**

- 16 (a) The Company agrees that there will be no lockout of employees and the union agrees that there will be no strike while the agreement is in force.

- 16 (b) Struck Work:  
So far as permitted by law, and except for work done at the signing of this Agreement, the employer shall not require employees covered by this Agreement, and the union reserves the employees' right to refuse, to process material from, or destined exclusively for, a source in which an authorized or legal strike in accordance with the Ontario Labour Relations Act, or a lockout of a Local of the Union, is in progress.

The Union will give the office twenty-four (24) hours' notice that a strike or lockout is in progress before the processing of materials may be stopped in accordance with the foregoing provisions.

- 16 (c) All reference to the employer/department head shall mean the Employer or its representative.

- 16 (d) In all cases where notice to the Union is required, such notice shall be addressed to the Chair of The Spectator Units and the Chief Mailroom Steward at the Employer's address, with a copy to the Communications, Energy and Paperworkers Union, Local 87-M.
- 16 (e) Where the masculine is used in this agreement, it shall be deemed to include the feminine.
- 16 (f) No employee may attend a Union meeting during their regular working hours except with the approval of their Department Head.
- 16 (g) The employer agrees to provide for the Union's exclusive use, a notice board to be installed in a mutually-agreed location in the mailroom.
- 16 (h) No employee shall be required to perform personal errands for the employer or for any supervisor or other staff member.
- 16 (i) The Employer will not unreasonably deny employees the right to leave work in the event of a medical emergency in the immediate family.

Employees who are allowed to leave work shall continue to be paid their regular rate of pay for a minimum of four (4) hours unless they have worked more than four (4) hours at which point they will be paid to the end of their shift. Immediate family, for the purposes of this clause, shall be spouse or child.

- 16 (j) The Employer shall make up the difference between jury/witness fees and basic non-overtime earnings for scheduled time lost by employees called to serve on juries, or subpoenaed as a witness in judicial proceedings.
- 16 (k) Employees shall be free to engage in any activities outside of working hours, except where such activities are performed for other daily publications or media in direct competition for Spectator advertising revenue or circulation, or other publications or media whose primary market is in the Hamilton-Wentworth, Niagara, Haldimand-Norfolk, or Halton Regions. Additionally, employees shall not exploit their position or knowledge gained as a Spectator employee for personal gain.

For those activities in which the employee is not free to engage, they may request in writing, approval of the activity by their department head, who shall respond within three (3) working days of receiving the request.

- 16 (l) The right of an employee to express in writing their opinion in a private letter to the Publisher is hereby confirmed.
- 16 (m) The Employer shall continue the Joint Standing Committee as presently in force. The Union shall designate its employee representatives to sit on the Committee, which will meet to discuss matters of mutual interest and

concern. It is agreed that the committee will meet at the request of either party.

- 16 (n) It is agreed that Ergonomic issues will be referred to the Joint Standing Committee.
- 16 (o) An employee who starts or finishes work between 1:30 a.m. and 5:00 a.m., or, an employee who finishes an unscheduled overtime period after 11:00 p.m. shall, upon request, be furnished with a taxi voucher for the trip home. The individual limit for a single trip is \$17.00 and the number of vouchers issued in a calendar year shall be limited to 25 per employee.
- 16 (p) In the event that employees are called or subpoenaed as witnesses or participants in proceedings between the parties of this agreement, e.g. arbitration hearings, Labour Board hearings, court cases, that take place during their regularly scheduled working hours, then the employee shall not suffer loss of wages. However, should the hearings or proceedings result in a decision favouring the Company, then the Union agrees to reimburse the Company amounts paid to employees during such participation and any associated payroll costs. In such cases the Company agrees to provide the Union with an invoice and the Union agrees to pay within thirty (30) days of invoice date.
- 16 (q) Every person has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, political beliefs, marital status, family status or disability, as defined and interpreted under the Ontario Human Rights Code.16
- 16 (r) Part-time employees who have worked an average of twenty-four (24) hours per week over the previous 12 calendar month period are entitled to participate in the Company's supplementary medical plan for the year ending December 31st. The monthly premium shall be shared 60% employer and 40% employee with the employee share paid through payroll deduction.

Part time employees who have worked an average of 20 hours per week over the previous 12 calendar month period are entitled to participate in the Company's supplementary medical plan for the year ending December 31st. The monthly premium shall be shared 50% employer and 50% employee with the employee share paid through payroll deduction.

- 16 (s) Where, as a result of conflicting medical assessments, either party may request an independent medical evaluation (IME). The Company and the Union will mutually agree on a suitable IME provider.



## **SECTION 17 - GRIEVANCE AND ARBITRATION PROCEDURE**

- 17 (a) The Union shall appoint a Grievance Committee which shall be composed of not more than two (2) members from each of the two inserting teams and the grievor. The Employer will deal with representatives of the Grievance Committee on any grievance, individual, group, or policy, submitted to the Employer by the Union concerning interpretation, application, administration, or alleged violation of this agreement.
- 17 (b) The Employer shall appoint a Standing Committee of at least two (2) members. The Committee, or its designated alternates will represent the Employer at Stage 3 of the Grievance Procedure.
- 17 (c) The Employer accepts that reasonable time off from normal duties will be required by Union stewards to carry out their responsibilities under this Section. While in all cases, approval will be necessary from the steward's supervisor, such approval will not be withheld without sufficient cause.
- 17 (d) Grievances will be dealt with during the regular office business hours of the newspaper. Should an aggrieved member of the Union not working during normal office business hours of the newspaper be involved, they will have the option of either having a member of the Union Grievance Committee appear in their stead, or appear personally without remuneration for the time involved. Grievances pertaining to the night shift will be handled at a time agreeable to both parties.
- 17 (e) Grievances arising under this agreement shall be processed as outlined in the steps below. Without limiting an employee's individual rights under the Occupational Health & Safety Act, work shall continue in accordance with the instructions of the Employer's representative until the issue has been settled as provided herein:

### Step 1

A grievance by a member of the bargaining unit shall be given to the supervisor in writing, signed by the aggrieved employee and by the Unit Chair or alternate. The nature of the grievance, the section or sections of the agreement which are alleged to have been violated, and the remedies sought, are to be set out in writing. If a satisfactory settlement is not reached within five (5) working days or within such period as may be mutually agreed, the grievance shall be taken to Step 2 within ten (10) working days following receipt of the supervisor's written decision by the aggrieved party. If a personal grievance is not submitted within sixty (60) days after the origination or occurrence of the circumstances giving rise to it, it shall not be considered as a valid grievance.

### Step 2

Grievances not resolved at Step 1 shall be submitted to the Department Head concerned within the time limit set forth in Step 1. Should no satisfactory

settlement be reached within five (5) days of the grievance going to the Department Head concerned, the aggrieved party may then proceed to Step 3.

### Step 3

Grievances not satisfactorily resolved at Step 2 shall be presented to the Standing Committee by the Union Chair or their designated representative. This step shall be taken within ten (10) working days following the receipt by the aggrieved party in Step 2 of the Department Head's decision. The receipt of such a grievance by a member of the Standing Committee will be acknowledged in writing and a date will be set at that time for a hearing on the matter.

Such meeting date between the Standing Committee and representatives of the Grievance Committee shall be within ten (10) days of any grievance having been referred to it. Should the Union wish to have a Union representative, who is not a Local member, present at such a hearing, the Union must give notice of such intention at the time the meeting date is established.

If a settlement has been reached as a result of such meeting, it shall be final and binding on both parties, unless an objection is lodged in writing within two weeks by either grievance committee. If a written request for arbitration has not been received by either grievance committee within ninety (90) days of such meeting, the grievance shall be deemed to have been settled.

- 17 (f) In the event of suspension or discharge for cause of an employee who has completed a probationary period, representatives of the Grievance Committee may arrange a third-stage grievance meeting with the Standing Committee as soon as such a meeting can be set up. The intention is to ensure an early discussion of the circumstances. It need not necessarily include the presence of the member of the bargaining unit so disciplined. The grievance would then be handled by the Grievance Committee as set forth above. Any grievance alleging unfair discharge shall be filed within thirty (30) days. If the dispute goes to arbitration and the decision of the arbitration board is that the employee should be reinstated, such decision shall also determine if the employee is entitled to compensation for lost time and the amount thereof, and the compensation when so fixed, less other compensation, shall be paid to the employee upon reinstatement. Compensation awarded shall in no case exceed the individual's shift rate for the time lost, however seniority and benefits will be reinstated if so determined by the arbitration board.
- 17 (g) All grievance settlements, whether dismissed or substantiated, will be initialed by the aggrieved party and by the representative of management involved at the step at which the grievance was settled.
- 17 (h) The times set out in this grievance procedure are, in all cases, working days (Monday to Saturday inclusive) and exclude statutory holidays and Sundays. The time at any step may be extended by the mutual agreement in writing of a representative of the Grievance Committee and of the Employer.

- 17 (i) Both parties to this agreement agree that any dispute or grievance concerning the interpretation, application, administration or violation of this agreement, including the question of whether any matter is arbitrable, which has been properly carried through all the steps of the grievance procedure outlined above and which has not been settled shall, within thirty (30) days of the date of the initial meeting referred to in Step 3, be referred to a Board of Arbitration at the request of either of the parties hereto.

The period of thirty (30) days after the meeting referred to in Step 3 may be extended by mutual agreement.

- 17 (j) The party referring a grievance to arbitration shall name its appointee to the Arbitration Board at the time the other party is notified of the decision to arbitrate. The party so notified shall, within five (5) days, appoint its member to the Arbitration Board and the two (2) appointees shall then undertake to select a third arbitrator as Chairperson of the Arbitration Board.
- 17 (k) The Chairperson of the Arbitration Board may be selected in any manner agreed upon by the two (2) appointees to the Arbitration Board, but if the two (2) appointees are unable to agree upon a selection, an impartial chairperson or arbitrator shall be selected by the Minister of Labour on request of either party hereto.
- 17 (l) The decision of the majority of the Board of Arbitration shall govern and in the case where there is no majority, the decision of the Chair shall govern and in all cases the decision shall be final and binding on the parties hereto.
- 17 (m) The Board of Arbitration, the authorized representatives of the parties or the impartial Chairperson of the Board of Arbitration shall not have jurisdiction to alter, enlarge, modify or amend the provisions of this Agreement, nor to make any decision inconsistent therewith.
- 17 (n) Expenses in connection with the impartial Chairperson of a Board of Arbitration and a stenographer, where a transcript of the proceedings is mutually desired, shall be shared equally by the Union and by the Publisher. Each party to the arbitration shall pay its share, and only its share, of such expenses directly to the impartial Chairperson of the Board of Arbitration and the stenographer where one is involved.
- 17 (o) No individual shall be selected as arbitrator or Chairperson of the Board of Arbitration who has been directly involved in the attempts to negotiate or settle the grievance in question.
- 17 (p) The right to grieve pertains to both parties bound by this agreement.

- 17 (q) A policy grievance may be deemed to arise when an action is contemplated, or an action which has already been taken by one party to this Agreement, is considered by the other party to be a breach directly between them of this Agreement which involved interpretation, application or administration of the Agreement. However, such a grievance shall not include matters which an employee is personally entitled to grieve and the regular grievance procedure shall not be thereby bypassed. Such an alleged grievance might be termed a policy grievance and would be initiated at Step 3 by either of the parties hereto. A policy grievance will be handled in exactly the same manner as any other grievance, including arbitration, should that prove necessary and shall be initiated at Step 3. If a policy grievance is not submitted within thirty (30) days after the origination or occurrence of the circumstances giving rise to it, it shall not be considered as a valid grievance. The result of a Step 3 grievance shall be stated in writing and given to the Joint Standing Committee within five (5) days.
- 17 (r) In the event, that more than one employee is affected by the same circumstance, a group grievance may be initiated at Step 3. If a group grievance is not submitted within forty-five (45) days after the origination or occurrence of the circumstances giving rise to it, it shall not be considered as a valid grievance. The Union agrees to notify the Company of any circumstance which may give rise to such a grievance at the earliest possible date, and the Union shall endeavour to inform management on a regular weekly basis of any issues that may lead to such a grievance.

## **SECTION 18 - DURATION AND RENEWAL**

This agreement shall become effective upon ratification, and shall expire on December 31, 2015.

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. During negotiations, all terms and conditions of the Agreement shall remain in effect until the conciliation procedures required by law have been completed.

## **SECTION 19 - NEW OR CHANGED PUBLICATIONS**

- 19 (a) The Employer will give the Union at least eight (8) weeks' notice prior to publishing a Sunday paper except in the case of a competitive event in which case the notice period may be reduced to four (4) weeks. A competitive event shall mean the intrusion by a daily newspaper into Burlington or Hamilton/Wentworth through a major increase in news coverage or the specific selling of local advertising. In such cases the notice period may be less than four (4) weeks with the agreement of the Union. During the notice period, the Employer will discuss implementation with the Union. Such

discussions will include establishment of a committee that will discuss issues such as scheduling, staffing, shifts etc. The Employer is not obligated to delay implementation as a result of such discussions.

- 19 (b) The employer shall inform the union when a new outside weekly or daily publication is to be printed and inserted at The Spectator. The employer shall meet with the union to discuss the new business and the effect it may have on the bargaining unit.
- 19 (c) The Employer will give the Union at least eight (8) weeks' notice prior to publishing on a statutory holiday. The notice period may be less than eight (8) weeks with the agreement of the Union.

## **SECTION 20 - JOB VACANCIES**

- 20 (a) When a vacancy occurs in the position of floorperson, the Company will post the job for a period of ten (10) calendar days. Copies of such notices shall be sent to the Union with minimum delay. All employees applying shall be granted an interview. Upon request, unsuccessful candidates will be given a second interview where they will be told why they did not receive the job.
- 20 (b) The Employer agrees not to transfer an employee to a position outside the bargaining unit without the employee's consent. An employee will not be penalized for refusing to accept such a transfer.

## **SECTION 21 - JOB AWARDS**

- 21 (a) The job(s) posted as per Section 20 will be awarded to the applicant with the greatest qualifications and competency as judged by the employer. In the event of competency and qualifications being equal, the applicant with the most experience with the Company will be awarded the job.
- 21 (b) No employee shall be promoted without their consent.
- 21 (c)
  - 1. An employee promoted to a higher classification and found unsuitable for that classification shall be restored after not more than three (3) months to their previous classification and salary. The trial period may be extended an additional three (3) months by mutual agreement between the Employer and the Union.
  - 2. An employee promoted to such higher classification shall be given an evaluation of their progress at least once every month during their trial period, with a summary in writing.

3. An employee promoted to a higher classification may, at their option, be restored after not more than three (3) months to their previous classification and salary.

## **SECTION 22 - MILITARY SERVICE**

- 22 (a) In the event an employee enlists or is conscripted into Canadian military service during a time of war in which Canada is engaged, they will be considered on unpaid leave-of-absence, except that in the case of an employee choosing to enlist, a minimum of one year's employment with the Employer shall be required in order to be covered by the provisions of this section. On release from military service, an employee shall resume their former position, or a comparable one, with salary commensurate with their experience rating at the time of enlistment or conscription.
- 22 (b) Time spent in military service shall be considered service time with the Employer only for computing length of vacation.
- 22 (c) If an employee returns from military service incapacitated to the extent they are unable to resume their former employment, the Employer shall make every reasonable effort to place the employee in other acceptable employment with the Employer and shall consult the Union thereon.
- 22 (d) Application for resumption of employment must be made within ninety (90) days after termination of military service.

## **SECTION 23 - HUMANITY FUND**

- 23 (a) 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.
- 23( b) The monies so deducted shall be remitted to the charitable foundation known as the CEP Humanity Fund no later than the 15<sup>th</sup> day of the month following the month in which the hours were worked. The Employer shall also include with the remittance the number of employees for whom contributions have been made.
- 23 (c) It is understood that participation in the program of deductions set out above is mandatory.
- 23 (d) All such employee contributions to the CEP Humanity Fund shall be recorded on the employee's T4 form.

**MEMORANDUM OF AGREEMENT**

\_\_\_\_\_  
Date

IN WITNESS WHEREOF the parties hereunto set their official seals duly attested, the day and year first above written.

**The Hamilton Spectator, a Division of Metroland Media Group Ltd.**

\_\_\_\_\_  
Bill Repath

\_\_\_\_\_  
Kathy Lester

\_\_\_\_\_  
Kendra Miller

\_\_\_\_\_  
Kelly Potts

\_\_\_\_\_  
Jamie Poehlman

**Local 87 - M, Communications, Energy and Paperworkers  
Union of Canada, The Southern Ontario Newsmedia Guild**

\_\_\_\_\_  
Steve Arnold

\_\_\_\_\_  
Gillian Surette-Robinson

\_\_\_\_\_  
Juanita Blanchard

\_\_\_\_\_  
Gary Ellis

Letter #1

May 1<sup>st</sup>, 2013

Mr. Steve Arnold  
Unit Chair  
Southern Ontario Newsmedia Guild  
Local 87-M

**Part-Time Mailroom Employees**

Dear Steve:

The Company and the Union agree that sexual harassment is unacceptable behavior. They also agree that any employee who believes some form of sexual harassment is taking place should follow the guidelines of the Company's policy. The Company, as per its policy, shall immediately launch an investigation into the allegation. When requested by the complainant, the Company will report in writing to the Guild executive the findings of its investigation and disciplinary action, if any. The Guild will treat the findings in the strictest confidence.

Anne Williston  
Vice President, Human Resources  
Metroland Media Group



Letter #2

May 1<sup>st</sup>, 2013

Steve Arnold  
Chair of the Unit  
Local 87  
Part-Time Mailroom Employees

Dear Steve:

Home delivery of The Spectator will be provided to part-time mailroom employees who have completed their probationary period provided they live in The Spectator's normal home delivery area.

The newspaper will be delivered to the employee's address as shown on their employment record.

Upon retirement, after at least 5 years unbroken service, an employee will be entitled to home delivery of The Spectator provided they live in the normal home delivery area.

Anne Williston  
Vice President, Human Resources  
Metroland Media Group

Letter #3

May 1<sup>st</sup>, 2013

Steve Arnold  
Unit Chair Person  
Mailroom  
Local 87-M  
Southern Ontario Newsmedia Guild

Dear Steve:

The company recognizes the benefits of scheduling employees to consecutive days or nights of work rather than scheduling intermittent shifts. It is the company's intent, when insertion work is available to schedule an employee's assigned shifts within a week as consecutive days or nights.

Anne Williston  
Vice President, Human Resources  
Metroland Media Group

Letter #4

May 1<sup>st</sup>, 2013

Steve Arnold  
Unit Chairperson  
Southern Ontario Newsmedia Guild  
Local 87-M

Dear Steve:

The Union has raised several concerns regarding the distribution of hours and the availability of information concerning the expected length of a shift and expected start times.

While the company must maintain its right to schedule hours to match the volume of mailroom work, the company agrees to undertake the following steps in response to the Union's concerns:

- The company will establish a communication bulletin board on which the estimated length of the next shift will be posted. This will be management's estimate of the upcoming shift length based on the operating environment of that time. The estimate will be for communication purposes, however it is understood that it is an estimate only and no penalties will accrue to the company as a result of the actual shift differing from such estimate.
- The company will also post on the communication bulletin board, the expected start times for the next three shifts for regularly scheduled employees. Such expected start times will be posted within one hour of the good copy press start for the main Spectator run. For day and afternoon crew employees, start times for the next shifts will be posted by the lunch break of the current shift. It is understood the late changes in production requirements can result in changes to the shift start times after the original posting on the bulletin board.
- The company shall continue its practice of posting for day, afternoon and night shifts every six (6) months.

Anne Williston  
Vice President, Human Resources  
Metroland Media Group

Letter #5

May 1<sup>st</sup>, 2013

Steve Arnold  
Unit Chairperson  
Southern Ontario Newsmedia Guild  
Local 87-M

Dear Steve:

During negotiations the union raised the issue of the operating speed of Automatic Insert Machines.

While the Company must retain the right to determine machine speeds, the Company informed the union that any safety concerns in regards to machine operating speeds should be directed to the mailroom supervisors. The Company agrees that the situation should be avoided where machines are sped up without authorization.

Should ongoing concerns regarding the operating speed of Automatic Insert Machines continue, this issue will be reviewed at a Joint Standing Committee meeting.

Anne Williston  
Vice President, Human Resources  
Metroland Media Group

Letter #6

May 1<sup>st</sup>, 2013

Steve Arnold  
Unit Chairperson, Local 87-M  
C.E.P. Southern Ontario Newsmedia Guild

Dear Steve:

All hours worked as a Relief Floor Person will be paid at the Floor Person wage rate.

In the event the Relief Floor Person is laid off from their regular duties as an inserter the Company may recall this person for purposes of doing the Relief Floor Person role exclusively, and in no case will this person work as an inserter while employees with greater seniority are laid off.

In the event that the Relief Floor Person declines the recall, the Company can post the position and select an additional Relief Floor Person as currently outlined in Articles 20 and 21.

Anne Williston  
Vice President, Human Resources  
Metroland Media Group

Letter #7

May 1<sup>st</sup>, 2013

Steve Arnold  
Unit Chairperson, Local 87-M  
C.E.P. Southern Ontario Newsmedia Guild

Dear Steve

It is recognized that the Company has on occasion offered work to bargaining unit members that is outside of their present contractual jurisdiction. The Company will pay a premium of \$3.45 per hour to individuals on staff prior to January 31, 2011 and \$2.00 per hour to individuals hired after January 31, 2011 for performing the following work, which is outside of present contractual jurisdiction:.

Skidding of pre-prints run off of our presses, skidding of pre-packaged inserts intended for re-feeding, piling of EMC bundles and moving of skidded inserts.

Members will be given an opportunity to indicate their desire for such work by placing their names on a list. This list shall be renewable on a six-month basis. Individuals who have placed their names on this list shall be expected to accept work opportunities when requested. In order to ensure the equal distribution of such premium work, those employees, in the judgment of the publisher, who are capable of performing the work shall, when present and available, rotate within the list.

Anne Williston  
Vice President, Human Resources  
Metroland Media Group

Amended and renewed – May 1, 2013

Letter #8

May 1<sup>st</sup>, 2013

Steve Arnold  
Unit Chairperson, Local 87-M  
C.E.P. Southern Ontario Newsmedia Guild

Dear Steve:

Considerable discussion has surrounded union representation and participation with the company pension plan and its status. The Company will meet with a union committee, comprised of three representatives and an equal number of Company representatives. Further, while the Company is not prepared to agree with all of the union requests, we are prepared to ensure the following with respect to plan information:

- i) When requested, annual meetings with union representation to provide ongoing information exchange with respect to pension fund and impact of CPP.
- ii) Sharing of updated financial statements concerning the plan and summary of fund performance (i.e. actuarial report).

The Employer will retain the right to amend the plan at its own discretion and as required during the term of this agreement to comply with legislation.

Anne Williston  
Vice President, Human Resources  
Metroland Media Group

Letter # 9

May 1<sup>st</sup>, 2013

Steve Arnold  
CEP 87 – M  
Southern Ontario Newsmedia Guild  
The Hamilton Spectator  
Part-Time Mailroom

LETTER OF AGREEMENT  
Re: Containing Benefit Costs

In light of the Company's desire to contain benefit costs in future as well as the parties mutual interest in sustaining a fair and competitive level of benefits, the parties agree to meet during the life of the agreement to discuss ways of containing and reducing benefit costs. Where the parties can identify by mutual agreement cost savings, the Company agrees to re-invest fifty percent (50%) of the savings into new and/or modified benefit provisions.

Anne Williston  
Vice President, Human Resources  
Metroland Media Group



Letter #10

May 1<sup>st</sup>, 2013

Steve Arnold  
Unit Chairperson, Local 87-M  
C.E.P. Southern Ontario Newsmedia Guild

Dear Steve:

The Employer agrees to continue the existing contributory pension plan during the life of this contract. Effective December 31, 2010 the existing defined benefit pension plan will be closed to new members. Employees hired after January 1, 2011 will be eligible for membership in the Metroland GRSP/DPSP plan according to the terms and conditions of that plan. Effective May 31, 2013 (30 days after ratification) current employees who are not members of the defined benefit plan, may choose to enter the new group Group RRSP/DPSP at any time.

Anne Williston  
Vice President, Human Resources  
Metroland Media Group

Amended and Renewed May 1<sup>st</sup>, 2013

\*Letter outside the Collective Agreement

May 1<sup>st</sup>, 2013

Steve Arnold  
Unit Chairperson, Local 87-M  
C.E.P. Southern Ontario Newsmedia Guild

Steve,

It is the intention of the Employer to have the work coming from the Kitchener Distribution Facility (Shoemaker) remain at the Hamilton Spectator mailroom facility for the life of the agreement. However in the event of any unexpected changes resulting in the movement of work the Company will give the Union no less than six months notice.

Anne Williston  
Vice President, Human Resources  
Metroland Media Group

\*Letter outside the Collective Agreement

May 1<sup>st</sup>, 2013

Steve Arnold  
Unit Chairperson, Local 87-M  
C.E.P. Southern Ontario Newsmedia Guild

Steve,

The Company agrees that any percentage increase negotiated in the upcoming round of bargaining with the GCC/IBT Mailroom unit in any year of the collective agreement will be considered a “me too” and granted to this bargaining unit . That is to say that the current agreement with respect to lump sum increases will be modified to reflect the percentage increases matching that of the GCC/IBT increases given to that bargaining unit. This does not include lump sum payments made to the GCC/IBT.

Anne Williston  
Vice President, Human Resources  
Metroland Media Group

\*Letter outside the Collective Agreement

May 1<sup>st</sup>, 2013

Steve Arnold  
Unit Chairperson, Local 87-M  
C.E.P. Southern Ontario Newsmedia Guild

Steve,

Please be advised by way of this letter that the Company will be implementing a Generic Prescription Drug first program in 2013.

Our current benefit plan includes a Simple Generic Substitution in which the brand name drug is cut back to the lowest priced equivalent. If the prescription states "no substitution", the name brand drug will be provided.

Under the revision, when generic prescription drugs are available only the cost of the generic drug will be covered when "no substitution" is stipulated.

The exception to this is when a generic drug is not available; name brand drugs will continue to be fully covered. Furthermore, when an employee has an allergic reaction to the substitution, name brand drugs will also be covered.

If the employee chooses the name brand drug, they will be prescribed the drug and pay the difference in cost between the generic drug and the name brand drug.

If you require additional information, please do not hesitate to contact me.

Anne Williston  
Vice President, Human Resources  
Metroland Media Group