

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE SIMCOE REFORMER  
A DIVISION OF SUN MEDIA CORPORATION**

**AND**



**SOUTHERN ONTARIO NEWSMEDIA GUILD**

Effective January 1, 2013 until December 31, 2016

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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 need 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.

## **ARTICLE 1 - RECOGNITION**

101

The employer, the Simcoe Reformer, the Tuesday Times Reformer and the Delhi News-Record, divisions of Sun Media Corporation, recognizes Unifor Local 87-M, Southern Ontario Newsmedia Guild (hereinafter "the union") as the exclusive bargaining agent for all employees in the County of Norfolk save and except for supervisors and persons above the rank of supervisor, and the receptionist/classified and advertising employees of the Delhi News Record as per the conditions of OLRB file 1368-03-R. Any dispute regarding a new position and status may be referred to arbitration for resolution.

102

### **Gender References**

In this collective agreement it is presumed that gender references to male or female employees apply equally to the other sex.

## **ARTICLE 2 - DUES DEDUCTION**

### **Union Membership Required**

201

All employees in the bargaining unit who were members of the union on August 1, 2003 or who join thereafter shall as a condition of continued employment, be required to maintain their membership in good standing in the union in accordance with its constitution and by-laws for the duration of the Agreement.

202

All persons accepting employment in the bargaining unit on or after August 1, 2003 shall become union members within twenty days from the date of commencing employment, and shall, as a condition of employment, remain union members in good standing for the period of this Agreement.

203

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

### **Payment of Regular Union Dues**

204

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

205

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

### **Union Dues – Special Assessments**

206

The Employer agrees to deduct general assessments as required by CEP, Local 87-M, Southern Ontario Newsmedia Guild and to remit the total of individual deductions by cheque to the Treasurer of the Union before the end of the month following the month in which the deductions are made. As with the remittance of regular union dues provided for in clause 2.04, the Employer shall, when remitting assessments, give the names of the employees from whose pay deductions have been made.

**Information for New Employees**

The Employer shall advise new employees and employees who are transferred into the bargaining unit that a Collective Agreement is in effect and of the provisions of the agreement with respect to deduction of Union dues, and also advise such employees of the name of the Union's Unit Chairperson. The Employer shall advise the Union's Unit Chair in writing when an employee is hired or transferred into the bargaining unit. A Union representative shall be allowed up to one hour during such employee's first month of work to discuss the Union and Collective Agreement and to sign the employee into Union membership.

**CEP Humanity Fund**

- 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.
- b) The monies so deducted shall be remitted annually to the charitable foundation known as the CEP Humanity Fund no later than August 15<sup>th</sup>. The Employer shall also include with the remittance the number of employees for whom contributions have been made.
- c) The first deduction for the Fund will be made in the fifth (5<sup>th</sup>) week following the ratification of the Agreement.
- d) 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.
- e) All such employee contributions to the CEP Humanity Fund shall be recorded on the employee's T4 Form.



## **ARTICLE 3 - UNION REPRESENTATION**

### **Union Stewards and Officers**

301

Upon notification in writing by the Union, the Employer will recognize, in addition to the Unit Chair and Vice Chair, up to two (2) stewards to service grievances in the manner provided under this Agreement. However except for negotiations, no more than two stewards or officers may be away from their jobs at the same time and they should be from different departments.

302

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

303

Stewards and Executive Committee members who do not absent themselves from regular duties unreasonably will not suffer any loss of compensation for time spent in attending meetings with the Employer (other than contract negotiation meetings) and in servicing grievances up to but not including arbitration.

304

### **Bargaining Team**

The Employer shall allow up to two (2) employees time off without pay to attend meetings with the Employer for the purpose of negotiating a renewal of this Collective Agreement. The Employer will also grant the Union bargaining committee reasonable time off to prepare for negotiations, taking into account operational requirements and provided reasonable notice is given. The employer shall maintain the

compensation of the employee on leave and the union shall reimburse the employer for the full amount. The Employer shall allow time off for a third bargaining team member from a department not represented on the bargaining team for purposes of bargaining preparation. Further time off shall be allowed with the employer's approval when there are discussions of interest to the department not represented on the team. Approval shall not be unreasonably withheld.

305

### **Union Communications**

The employer shall provide a bulletin board for the use of the union on company premises in a location that is accessible to all staff.

306

### **Union-Management Committee**

Union-management meetings for the purpose of discussing matters of mutual concern, excluding grievances, shall be held during working hours when requested by either party provided there is a substantive agenda to discuss. The CEP National Representative or Local 87-M Representative may also attend such meetings.

307

### **Workplace Voting**

The employer agrees that the union may hold annual balloting for elected positions in the workplace provided there is no disruption to the operation. For clarity, the meeting may be held only after regular business hours and requests must be made two weeks in advance and approved subject to operational requirements.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

401

### **Management's Reserved Rights**

The right to hire, assign duties, 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 agrees to exercises its rights in a reasonable and fair manner.

402

### **Restrictions on Performing Bargaining Unit Work**

The Employer shall not assign bargaining unit work to any employee outside the Bargaining Unit except to the extent that has been previously assigned as of August 1, 2003. Without limiting the foregoing, the employer may assign work to employees outside the bargaining unit in cases of emergency, temporary or unusual excess in workload, training, and quality control.

### **ARTICLE 5 - NO STRIKE, NO LOCKOUT**

501

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

### **ARTICLE 6 - GRIEVANCE PROCEDURE**

601

#### **Complaints and Grievances**

An employee shall have the right to grieve any complaint arising from the application, interpretation, administration or alleged violation of this Agreement. It is understood that nothing contained in this Article is

intended to preclude the informal discussion and review of employee concerns or complaints between employees and members of management. No employee shall have a grievance until the employee with the assistance of a Union representative if so desired, has given his or her immediate supervisor an opportunity to resolve the complaint.

602

### **STEP 1**

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

603

### **STEP 2**

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

604

In the event the grievance has not been satisfactorily settled under the foregoing Grievance Procedure, the matter shall then, by notice in writing

given to the Employer within thirty (30) days of the date of the decision from the General Manager or designate, be referred to arbitration as hereinafter provided.

605

### **Binding Arbitration of Disputes**

- a) Any matter so referred to arbitration, including any question as to whether a matter is arbitrable, shall be heard by an independent arbitrator. The notice of the party referring the decision to arbitration shall contain the names of three neutral persons, any of whom it is prepared to accept as Arbitrator. The recipient of the notice shall within fourteen days advise the other party of either its acceptance of one of the proposed persons as the arbitrator or shall suggest the names of other neutral persons it proposes to act as Arbitrator. If the recipient of the notice fails to respond, or if the two parties fail to agree upon a neutral person to act as Arbitrator within the time limits, the appointment shall be made by the Minister of Labour upon the request of either party. The Arbitrator shall hear and determine the matter and shall issue a decision. The decision shall be final and binding upon the parties and upon any employee affected by it.
- b) Either party may, in the correspondence contemplated in 605 notify the other party of its suggestion to proceed before a Board of Arbitration. Provided both parties agree, an Arbitrator selected to proceed in accordance with article 605 shall be appointed as chair of the Arbitration Board. Each party shall be responsible for naming its own nominee to the Arbitration Board and will advise the other party and the Chair of the name of its nominee. Where the parties have agreed to a Board of Arbitration, references in this article to Arbitrator will be read to mean Arbitration Board, where appropriate.

606

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

607

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

608

It is agreed that the time limits set out with respect to grievances and arbitrations are mandatory. The time limits imposed upon either party of any step in the Grievance Procedure may be extended by mutual agreement. A request for extension of the time limit made prior to the expiry of such time limit shall not be denied on an arbitrary basis.

609

- (a) Where the arbitration board or arbitrator determines that a disciplinary penalty or discharge is excessive, it may substitute such other penalty for the discipline or discharge as it considers just and reasonable in all the circumstances.
- (b) The arbitrator or arbitration board shall not be authorized to alter, modify or amend any part of the terms of this agreement nor make any decision inconsistent therewith.

610

### **Employer Grievance**

The Employer shall have the right to file a grievance in writing signed by the Vice-President of Human Resources or designate, with the Union within fourteen (14) days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the Employer. Failing settlement, a meeting will be held with the Union within seven (7) days of the presentation of the grievance and the Union shall give the Employer its written reply to the grievance in seven (7) days following the meeting. Failing settlement, or an answer within the time limits, such grievance may be referred to arbitration under this Article within thirty (30) days of the date the Employer received the Union's reply.

611

### **Policy Grievance**

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

612

### **Dismissal Grievance**

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

613

### **Group Grievance**

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

614

### **Definitions**

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

## **ARTICLE 7 - SENIORITY & LAYOFF PROCEDURES**

701

### **Seniority Defined**

Seniority shall be determined by an employee's length of continuous service with the employer in the bargaining unit, except as provided in

articles 702, 703 and 704. Part time employees shall accumulate seniority on the basis of hours worked.

702

### **Previous Part-Time Service**

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

Credit for such part-time service shall be calculated in the following manner:

All straight time hours worked as a part-time employee shall be added together and divided by seven and one-half (7½) hours (eight (8) hours for Graphic Artists and paginators) to determine the number of normal working days which will in turn determine the full-time employment value of such part-time service, assuming five (5) normal working shifts per week. Having calculated the equivalent full-time service value of such part-time service the employee shall be awarded a new seniority date based upon the equivalent full-time service. E.g. a part-time employee who worked one (1) day each week for five (5) years and then became a full-time employee would be awarded the equivalent of one (1) year of full-time service and his or her seniority date would be amended so as to reflect this accumulated service.

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

703

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



704

### **Previous Temporary Service**

In the event that a temporary employee in the bargaining unit becomes a permanent employee, he shall be credited with his continuous service as a temporary employee that is contiguous (excepting a break in service up to and including 14 calendar days) to his service as a permanent employee. However, the probation period will start on the first day of permanent employment. The employer may at its discretion reduce or eliminate the probationary period where an employee is performing the same job as the prior temporary assignment.

705

### **Loss of Seniority**

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

- (a) retires or voluntarily quits the employ of the Employer; or
- (b) is discharged and such discharge is not reversed through the Grievance Procedure; or
- (c) is absent for three (3) consecutive working days unless a satisfactory reason is given to the Employer; or
- (d) fails to return to work upon termination of an authorized leave of absence or fails to utilize a leave of absence for the purpose indicated at the time the leave of absence was granted unless a satisfactory reason is given to the Employer; or
- (e) is absent due to layoff more than eighteen (18) consecutive months; or
- (f) fails to notify the Employer of his or her intention to report for work within ten (10) days from the date of delivery by courier dispatch of a notice of recall to his last place of residence known to the Employer unless a satisfactory reason is given to the Employer; or
- (g) fails to report to work after being recalled from layoff within fourteen (14) days of notifying the Employer of his or her intention to report for work, unless a satisfactory reason is given to the Employer.

706

When it is determined by the employer that a reduction in the workforce is necessary, not less than four (4) weeks notice shall be given to the union and the employees affected. At the request of either party, the employer and the union shall meet during the notice period to discuss possible alternatives to the layoff.

707

- (a) When there is a reduction in staff, employees will be laid off within each classification on the basis of the reverse order of seniority, provided those remaining are qualified to perform the work required. An employee who has received a layoff notice may elect to go into an equal or lower classification within six working days provided the employee is qualified to do the work required within a brief period of familiarization (for example, one week) and that the employee's seniority exceeds that of the most junior employee in the equal or lower classification who will become the employee to be laid off. For clarity, an advertising display sales representative may bump into classification groups F and lower. An employee who bumps into a position in an equal or lower classification shall be paid his current rate or the maximum for that classification, whichever is less.
- (b) The person displaced in paragraph 708 (a) may exercise a similar right to bump within one week.

708

Employees will be recalled to work in the reverse order from that in which they were laid off, provided they are qualified for the work required and provided, however that such recall takes place within eighteen (18) months from the date of layoff. Upon being recalled, an employee shall within seven days notify the employer in writing of his intention to return to work and within an additional seven days return to work.

709

The employer may accept voluntary resignations from other employees in the classification involved in lieu of those identified to be laid off provided those remaining are qualified and able to perform the work required. The employer may decline the request for voluntary resignation. It

is understood that those who resign will thereby waive their recall rights. The number of layoffs will be reduced by the number of voluntary resignations from the classification.

710

An employee who refuses a recall to a classification from which he was laid off, automatically terminates any claim to further employment, except that a full time employee may refuse recall to a temporary position without affecting his recall rights. Notice of recall shall be made by telephone; if the employee is not reached by telephone, notice will be sent by registered mail. The union will be notified of recalls.

711

During a layoff, seniority will be frozen. When an employee is recalled to employment, seniority will be restored to the frozen level.

712

Employees on the recall list will have the option of buying group insurance for the duration of the recall period.

## **ARTICLE 8 - LEAVES OF ABSENCE**

801

### **Personal Leave**

The employer may grant an employee's application for unpaid personal leave of absence.

802

### **Union Leave**

(a) Upon reasonable written notice and subject to operational requirements, the Employer will grant leave of absence without pay to a reasonable number of employees selected by the Union for the purpose of union business not in excess of one (1) week. The employer shall maintain the compensation of the employee on leave and the union shall reimburse the employer for the full amount.

### **Political Office**

- (b) Employees who wish to run for public office in a municipal, provincial or federal election shall first obtain from the employer a leave of absence without pay. If elected the employer may require the employee to resign. The employer may permit non-editorial staff to run for municipal office without requiring a leave of absence. Editorial staff who wish to run for public office must resign.

803

### **Full-Time Union Officers**

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

804

### **Effect on Seniority**

For leaves of one month or less in duration, there shall be no interruption of seniority, benefits, short term sickness protection, pension plan contributions or time worked for the purpose of vacation.

For any other leave greater than one month's duration, an employee's seniority and service shall not accrue for any purpose and coverage under the group benefits plan shall be suspended for duration of the leave unless otherwise agreed by the parties.

For authorized union leave, greater than one month's duration, there shall be no interruption of seniority or service. The employer will allow the

employee to participate in the group benefits (excluding sick days and short term disability) and group RRSP plans on the condition that the union reimburse the employer for the full amount.

For authorized pregnancy or parental leave, the provisions of article 1101 shall prevail.

## **ARTICLE 9 – BEREAVEMENT LEAVE**

901

Employees are permitted five days off with pay in the event of the death of spouse, common-law spouse, same-sex spouse, child (including step-child) or parent; or, three (3) three days off with pay will be allowed if the deceased is an employee's sister, brother, father/mother-in-law, brother/sister-in-law, grandparent or grandchild. A common-law spouse is one that has cohabited with the employee for at least two consecutive years.

The employer will not be unreasonable in considering appropriate paid bereavement leave in cases of step-relationships.

The Employer will grant sufficient time off for employee's who serve as pallbearers at a funeral.

## **ARTICLE 10 – JURY AND WITNESS**

1001

Should an employee be required on his or her regular work day to report for jury duty or is subpoenaed to testify before an administrative tribunal, excluding any matter between the parties, court of law, coroner's inquest, Parliamentary Inquiry, or Royal Commission, the employee will not suffer any loss of compensation. However, the employee will not be entitled to any pay under this Article if he or she is a party or principal in any of the aforementioned proceedings unless a party or principal as a result of performing the employee's proper duties for the Employer.

## **ARTICLE 11 - PREGNANCY AND PARENTAL LEAVE**

1101

### **Leave Granted**

Pregnancy and parental leave shall be granted in accordance with the provisions of the Ontario Employment Standards Act. The total length of the leave(s) will not exceed one year.

## **ARTICLE 12 - HEALTH AND SAFETY**

1201

### **Health and Safety Committee**

The employer and the employees shall make all reasonable efforts to maintain a healthy and safe workplace. The parties shall establish a Joint Health & Safety Committee for the purpose of exchanging and discussing information on safety and health and considering specific safety and health matters within the operation of the Employer. There shall be equal representation from either party with up to two (2) regular members of the committee representing either party.

1202

A worker representative on the Committee will suffer no loss of compensation for time lost from scheduled work for attending meetings of the Newspaper Safety and Health Committee.

1203

### **Pregnant Employees & CDSs**

A pregnant employee who normally works on computer display screens may request that she not be assigned to computer display screen work while she is pregnant. In that case she will be assigned to other work which she is able and qualified to do after a training period of one (1) week provided that the Employer has such work reasonably available. If not reassigned, the employee may take a leave of absence without pay until she begins maternity leave.

## **ARTICLE 13 - INFORMATION**

1301

### **Annual Information for Union**

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

- (a) name and address;
- (b) date of birth, date of hiring, classification, status, and regular salary;
- (c) a seniority list showing the seniority date of each employee in the bargaining unit.

1302

### **Information Regarding New Hires**

Within one month after the hiring of a new employee, the Employer shall furnish the Union in writing with the data specified in the above Section of this Article.

1303

### **Monthly Information: Updates & Changes**

The Employer shall supply the Union monthly with a list containing the following information: (a) names of employees leaving the bargaining unit or taking leaves of absence without pay, the effective date, and the reason for leaving the Unit or taking a leave; (b) changes in employees' addresses made known to the employer, salary, job classification, status, or return from a leave of absence without pay, indicating the effective date of the change.

## **ARTICLE 14 - HOURS OF WORK**

14.01

### **Hours of Work**

- a) The regular shifts for all full-time employees shall consist of 7.5 hours (exclusive of any unpaid meal period) per day and 37.5 hours per

week. No employee shall be required without consent to work more than seven days in a row.

- b) Notwithstanding 1401 (a), the regular shifts for all full-time employees in the paginator and graphic artist classifications shall consist of 40 hours (exclusive of any unpaid meal period) per week and 8 hours per day. No employee shall be required without consent to work more than seven days in a row.

14.02

### **Sales Representatives**

The company recognises that sales representatives from time to time will require a flex schedule to address specific customer concerns. The sales representatives will be required to inform the sales manager if they require flexibility in their schedule. Approval must be received from the Manager prior to modifying the schedule.

14.03

### **Rest Periods**

All full-time employees shall be entitled to two (2) ten-minute paid breaks per shift.

14.04

### **Schedules**

The employer will post work schedules for all employees. Monthly schedules for editorial employees shall normally be posted at least one week in advance. These schedules will stay in force until the company deems a change needs to take place due to operational concerns. The company will provide at least one week's notice of any change. Changes may take place without one week's notice if those changes are as a result of unforeseen circumstances.

14.05

### **Work on Day Off**

A full-time employee called in to work on a scheduled day off shall be paid for a minimum of two hours work and shall be paid at the rate of time and one-half. This does not apply to sales representatives.



14.06

**Call Back**

An employee called back to work to perform additional work shall be guaranteed at least two (2) hours' pay at the overtime rate. An employee shall be considered called back to work when he is required to report to the office or other locale, but shall not be considered called back to work in response to a telephone call to impart information to the employer. However, should the employee be required to make further immediate business phone calls as a result of the call from the employer or its representative, the employee shall be entitled to a minimum of one hour of pay at the overtime rate. This does not apply to work which should normally have been done during the employee's normal working hours.

14.07

**Consecutive Days Off**

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

14.08

**Overtime**

- (a) For full time employees, overtime shall be defined as work authorized beyond 7.5 hours in a day or 37.5 hours in a week (8 hours in a day or 40 hours in a week for employees in the graphic artist or paginator classifications) including all paid leaves and unpaid union leave. All over time must be pre-authorized by the department manager or his or her designate. The overtime rate shall be one and a half times the regular straight time hourly rate.
- (b) Notwithstanding article 1408 paragraph (a):
  - i) Daily overtime earned by employees are scheduled to work on a continuous schedule (7 days per week) shall be compensated in paid time off at the premium rate, scheduled

by the employer within ten calendar days following the day it was earned. Such accumulated overtime may be compensated by cash instead of time at the employer's option. Article 1404 (notice of shift change) shall not apply to compensating paid time off that is scheduled within the ten day work period.

- ii) It is the intent of this article 1408 (b) to allow the efficient coverage of assignments without unduly prejudicing an employee's opportunity to enjoy paid compensating time off because of short or inadequate notice. The employer will make reasonable efforts to schedule compensating time off in a manner agreeable to the employer and employee.
- iii) It is further understood that if the employer does not schedule the compensating time off under this article 1408 (b) within the ten day work period, the time off shall be scheduled in accordance with article 1409.
- iv) Employees working on a continuous schedule (7 days per week) shall not be required to work on a day off in the event that this causes them to work more than seven days in a row. In the event that an employee agrees to work on such a day off, he shall be paid at the premium rate as provided by article 1405. As provided in article 1409, the employee may be compensated in paid time off at the premium rate, at the employee's option, at a time mutually agreed between the employer and the employee.

14.09

### **Compensating Time Off**

Employees may elect to take time in lieu of cash at the overtime rate at a time mutually agreeable between the employee and the employer. A request to take time owing shall not be unreasonably denied. Employees shall be allowed to accumulate overtime in a time bank to a maximum of one week at any one time. Vacation requests shall take precedence over requests for banked time off. If the employer and the employee are unable to mutually agree to the scheduling of banked time, the time shall be paid out to the employee in cash at the overtime

rate. Banked overtime will not be taken in more than two consecutive days in a week without the permission of the employer.

14.10

Employees shall be allowed to carry over a maximum of three days of accumulated overtime from one calendar year to the next. The time will be needed to be taken within the first quarter of the new year.

14.11

### **Overtime Assignments**

Available employees performing the same duties will be offered scheduled overtime on a voluntary basis in order of seniority. Where no employee volunteers to perform the work, the work shall be assigned to the employee with the least seniority.

14.12

### **Splits Shifts**

The employer shall make every reasonable effort to avoid split shifts. 14.13

### **Intervals Between Shifts**

The employer shall provide an eight hour interval following the completion of an employee's shift before the start of his or her next shift.

14.14

### **Schedules – Long Weekends**

The assignment of "long weekend" (i.e. weekend combined with paid holidays) shifts shall be done on as equitable a basis as reasonably possible.

## **ARTICLE 15 – JOB VACANCIES, PROMOTIONS, AND TRANSFERS**

15.01

### **Posting of Job Vacancies**

The Company will post notice of all permanent vacant positions within the bargaining unit for a period of seven (7) calendar days and agrees to

consider an application from any bargaining unit employee. Any qualified internal applicants shall be granted an interview prior to any external candidate being hired. Employees entitled to apply for such vacancy or new job must make application to the General Manager or designate no later than the tenth (10<sup>th</sup>) calendar day. Employees who apply after the seventh day of posting waive their right to be interviewed prior to any external candidates. The employer need not consider any applicant to a posting who has, within the prior twelve (12) month period successfully applied for a vacancy. Unsuccessful candidates, upon request, will be given an opportunity to meet with the employer where they will be told why they did not receive the job. The company may request of the union to reduce a posting **period** where special circumstances warrant it and the union shall not unreasonably refuse.

15.02

### **Job Opportunities**

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

15.03

### **Beats**

The employer shall post a notice to inform employees of beats which the employer intends to establish or which are not currently assigned and which the employer intends to assign. Employees may advise their supervisor of their interest and the employer will give consideration to such request. The employer's decision may not be subjected to the grievance procedure.

15.04

### **Job Differential/ Placement on Wage Grid**

Employees permanently transferred or temporarily assigned for a minimum of one-half a shift or more to a higher paid classification shall receive the maximum salary rate on the wage grid of the higher classification or 10% of the employee's current salary, whichever is less for all hours worked in the higher classification.

15.05

**Return from Illness or Injury**

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

**ARTICLE 16 – DISCIPLINE AND DISCHARGE**

16.01

**Just Cause**

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

1602

**Probationary Employees**

An employee will be considered on probation until he or she has completed three (3) months of continuous employment with the Employer. In the case of a part-time employee, the length of the probationary period shall

be determined by an equivalent number of shifts. The purpose of the probation is to evaluate the employee and provide feedback.

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

However, the employer after notifying the union prior to the expiry of the probationary period and informing the employee in writing of the areas of performance requiring improvement, may extend the probationary period for up to an additional three months of continuous employment.

The Employer may discharge a probationary employee for any reason provided it does not act in bad faith or in conflict with any of the provisions of this Agreement.

1603

### **Human Rights**

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

1604

### **Union Activity**

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

1605

### **Personnel Files**

On reasonable notice, every employee shall have the right to inspect his personnel file, once a year or when an employee has filed a grievance. For the sake of clarity this does not include files or documents developed in

connection with the grievance procedure. An employee shall have the right to review or make a copy of the file in the presence of management.

1606

### **Disciplinary Interviews**

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

1607

### **Notice of Discipline**

Following a disciplinary interview(s) as describe in article 1606 above, and where the Employer now intends to discipline, suspend or discharge the employee, the Company will ensure the employee and the Union are provided with written notice of such final action, including the general reasons for the disciplinary action. Where a final decision has not been concluded following the meeting, the Employer shall render its final decision in writing within seven (7) calendar days of the interview and will include with such decisions the reason(s). While the Employer understands the need for the timely administration of such disciplinary action, should a time extension become necessary the parties agree to not unreasonably withhold such a request. The Employer agrees to provide the aforementioned decision to the union at the same time as the employee.

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

1608

### **Copy to the Union**

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

### **Removal of Discipline**

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

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

The foregoing will have no effect on the Employer's right to rely on past conduct beyond these time limits to establish that the employee knew or ought to have known the 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 17 – VACATION**

### **17.01**

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

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

- Up to one year continuous service – 1 ¼ days paid vacation per month;



- One or more years continuous service – 3 weeks paid vacation per year;
- Three or more years continuous service – 4 weeks paid vacation per year;
- Eleven or more years continuous service – 4 weeks plus one day of paid vacation per year;
- Twelve or more years continuous service – 4 weeks plus two days of paid vacation per year;
- Thirteen or more years continuous service – 4 weeks plus three days of paid vacation per year;
- Fourteen or more years continuous service – 4 weeks plus four days of paid vacation per year;
- Fifteen or more years continuous service – 5 weeks of paid vacation per year;
- Sixteen or more years continuous service – 5 weeks plus one day of paid vacation per year;
- Seventeen or more years continuous service – 5 weeks plus two days of paid vacation per year;
- Eighteen or more years continuous service – 5 weeks plus three days of paid vacation per year;
- Nineteen or more years continuous service – 5 weeks plus four days of paid vacation per year;
- Twenty or more years continuous service – 6 weeks paid vacation per year.

Employees in their first calendar year of employment will receive vacation with pay for that year at the rate of 1.25 for each month's service to a maximum of fifteen (15) days.

1702

**Vacation “Week” Defined**

In this article, a “week” of paid vacation shall be presumed to mean five days of paid leave unless the employee is scheduled for full-time hours over less than five days, in which case the number of days in a “week” of paid vacation shall be adjusted accordingly.

Commissions are not added to paid vacation. However all sales for an employee’s account during that employee’s vacation shall be credited to him or her.

1703

**Part –Time Employees**

Vacation pay shall be based on a percentage of paid hours as follows:

After 1 Year of Service – 6%

3 Years of Service – 8%

15 Years of Service – 10%

20 Years of Service – 12%

1704

**Where Paid Holiday or Illness Intervenes**

- a) An employee whose vacation time includes a recognized holiday(s) as defined in article 1801 shall receive an extra day at a time mutually agreed between the employee and the company.
  
- b) An employee who is ill or injured prior to commencing vacation may reschedule his vacation to a later date if the nature and severity of the employee's illness or injury will prevent the employee from making reasonable use of his vacation period. The company may require a satisfactory medical certificate verifying the nature, severity and duration of the illness or injury.

1705

**Scheduling of Vacation**

Vacations in each vacation group shall be allocated by using annual deadlines for submissions of requests. An employee's vacation scheduling priority shall be determined by seniority for the first two weeks of vacation entitlement in any calendar year, provided the employee has submitted by the deadline. Vacation requests submitted after the deadline shall be allocated on a first-come, first-served basis.

At the end of the deadline, the employer will finalize the vacation schedule and resolve any conflicts with operational requirements and staffing requirements. An employee is entitled to schedule at least two weeks

vacation in one block. However an employee is not entitled to use his seniority priority to schedule additional weeks until all employees have had an opportunity to schedule a two week block.

It is management's responsibility to ensure that vacation entitlement is scheduled and used within the vacation year of January 1<sup>st</sup> to December 31<sup>st</sup>.

1706

### **Carry-Over of Vacation**

With management approval, vacation of up to 5 days may be carried over to the next year providing it is used by March 31<sup>st</sup>.

1707

### **Rate of Vacation Pay**

Where an employee who is temporarily transferred to a higher classification for four (4) months or more, goes on vacation during that temporary period, then the employee will receive vacation pay at the temporary rate.

## **ARTICLE 18 – PAID HOLIDAYS**

1801

### **Paid Holidays**

All employees shall be entitled to the following holidays with full pay: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

Each employee is entitled to one floating paid holiday (effective January 1, 2008, one more for a total of two (2) floating paid holidays) in addition to the paid holidays recognized above to be taken at an agreed time between the employee and his supervisor. If an additional holiday is declared by government statute, the new holiday will also be recognized

notwithstanding the floating holiday. An employee shall not be entitled to take pay in lieu of time off for these additional holidays.

The employer may, after consulting the union, move the above mentioned holidays to accommodate the newspaper schedule and/or weekends. The employer shall accommodate another religious holiday for a day of leave without pay or a floating holiday.

1802

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

1803

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

Employees required to work on a paid holiday will be paid time and a half (1 ½) his regular hourly rate for all hours worked, in addition to their regular weekly salary, or paid time off at the premium rate, at the option of the employee. This shall not apply to sales commissions. Employees working on a seven-day continuous schedule shall be compensated in cash or paid time off at the premium rate for working a regularly scheduled shift on a paid holiday, at the option of the employer.

1804

### **Part-Time Employees – Holiday Pay**

Part time employees shall receive holiday pay in an amount equivalent to 1/20<sup>th</sup> of regular wages over the four weeks prior to the paid holiday.

1805

### **If Holiday Falls Upon A Day Off**

A full time employee whose regular day off falls on a recognized holiday shall receive an additional day off at another date mutually agreeable between the company and the employee.

## **ARTICLE 19 – BENEFITS**

1901

### **Benefits**

The new FlexMedia benefit plan for all full-time employees of Sun Media will be applicable to all full-time employees covered by this collective agreement and these employees will participate in such plan. The terms and conditions of the company benefits plan, including coverage of benefits shall be no less than those described and disclosed to the union during negotiations.

The parties agree to cost protection as described in the Memo from Chris Krygiel to Howard Law dated April 29, 2010 with attachments.

### **Part Time Employees**

Part-time employees will continue to be covered under the prior benefit program if they so qualify.

If, during the term of this collective agreement, a new benefit plan is introduced for all part-time employees of Sun Media, then that plan will be applicable to all part-time employees covered by this collective agreement and these employees will participate in such plan with the union's consent which shall not be unreasonably withheld. It is understood that part time employees shall maintain no less than the current entitlement for short term disability.

### **Short Term Disability**

If an employee is absent for more than four consecutive days and has not completed a Short Term Disability form in anticipation of an absence longer than ten working days, he or she will be required to provide a doctor's note for those days. For purposes of clarity, legitimate (see below) casual illness or absenteeism prior to eligibility for Short Term Disability under the Flex plan will be paid at regular straight time pay for the time absent from work.

Those employees who are compensated by a variable compensation plan will have any STD payment based on the Benefit Base which is the prior calendar year's total earnings.

For absences that fall outside the Short Term Disability Plan under Flex Media, employees may be required to provide a doctor's note to the employer to authorize their absence from work as well to qualify for payment of wages.

The request for the doctor's note will be based on reasonable criteria which are as follows:

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

in which case the employee may be required by the Company to provide a doctor's note.

### **Pension**

All employees shall enrol in the Sun Media pension plan for unionized employees (London Free Press) effective upon ratification.

## **ARTICLE 20 - SEVERANCE PAY**

2001

An employee who is laid off from work is eligible to receive severance pay under this agreement. The amount of such severance pay shall be two (2) week's regular salary multiplied by the number of years of service to a maximum of fifty-two (52) weeks. Such severance pay shall be paid on a lump sum basis. Regular weekly salary" for part-timers shall be calculated based on the average of the last twelve months of employment.

2002

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

2003

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

2004

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

## **ARTICLE 21 – WORK RELATED EXPENSES**

2101

### **Authorized Expenses**

Upon submission of expense reports in the prescribed form and properly supported by vouchers, where obtainable, the Employer shall pay all authorized expenses incurred by the Employee in the service of the Employer. All expense reports must be submitted to the company within 3 months of being incurred unless there is a reasonable explanation for the delay. In cases where there is no reasonable explanation, the expenses will not be reimbursed. The company will make every reasonable effort to reimburse employees for their remitted expenses within twenty-one (21) days from the date the expenses were submitted.

2102

### **Kilometre Rates**

Gas Price per litre Kilometre	Rate (upon ratification)
\$0.99.0 and below	40 cents/km

\$0.99.1 to 1.49	42 cents/km
\$1.49.1 and up	44 cents/km
Gas Price per litre Kilometre	Rate Jan. 1, 2015
\$0.99.0 and below	42 cents/km
\$0.99.1 to 1.49	44 cents/km
\$1.49.1 and up	46 cents/km

The mileage scale slides up or down according to the price of gas. The rate will be established by checking the price of regular unleaded gasoline at four Simcoe dealers for each of the following brands: Esso, Petro Canada, Shell and Sunoco. The price of each brand shall then be averaged and the average price will determine the mileage rate for the next three (3) months. The price check will be made on the first day of March, June, September and December by the Publisher of The Simcoe Reformer or his/her designee and the elected representative of the Union.

2103

**Foot Protection**

Employees may be required as a Health and Safety precaution, to wear CSA approved safety boots while on the job. The Employer agrees to provide such employees with a safety boot allowance of \$75.00 each twenty-four (24) months, upon presentation of receipts.

2104

**Cell Phones**

Employees who regularly use their own cell phones in the conduct of their duties will be given an allowance of \$20 per month. Editorial multi-media journalists who regularly use their own smartphone, for eg an Iphone or an alternative acceptable to the company, with a data plan sufficient to send multi-media content from remote locations, in the conduct of their duties will be given an allowance of \$30 per month, increasing to \$35 per month on Jan. 1, 2015. Employees are required to provide a receipt for reimbursement but they are not required to provide the Employer with a list of phone calls.



## **ARTICLE 22 – PROFESSIONAL & EDITORIAL ISSUES**

2201

### **Liability**

If an employee is the subject of a civil, criminal or administrative action as a result of the normal performance of his duties carried out in good faith, the company shall bear the cost of legal fees and disbursements and shall save the employee harmless with respect to any financial liability or loss of compensation. Legal counsel will be provided by the employer. It is understood that parking and traffic offences are not covered.

2202

### **By-Lines**

Except for columns or opinion pieces, an employee's by-line or credit-line shall not be used over his or her protest. The by-line shall not be unreasonably withheld.

2203

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

Except where libel or legal action has been threatened or appears probable, the Employer will not publish a correction, apology, or letter-to-the-editor in respect of an employee's work until a reasonable effort has been made to discuss the matter with the employee without first making a reasonable attempt to contact the employee concerned.

2204

### **Disclosure of Sources**

No employee shall be required by the Employer to give up custody of or disclose any knowledge, editorial content, information, notes, records, documents, films, photographs or tapes or the sources thereof to any party other than the Employer unless required by Law. The Employer agrees that the foregoing shall not be released to any other party without first attempting to discuss the matter with the employee. Employees are expected to abide by the company's confidentiality policy.

2205

### **Outside Activity**

Employees shall be free to engage in any activities outside of working hours provided such activities do not interfere with the performance of their work for the employer and/or do not result in any conflict of interest. Employees will not perform service for publications or any other media in competition with the employer without the employer's permission. No employee will exploit his or her connection with the employer without the employer's permission.

2206

### **Promotional and Advertorial Content**

An employee shall not be required to create or edit Editorial content for advertising or advertorial purposes. Special Editorial sections are deemed not to be advertorial where the reporting follows similar guidelines to that of the regular newspaper. This restriction shall not apply to an employee whose regular duties include creating or editing editorial content for advertorial or advertising purposes.

Notwithstanding the above, the employer may request that an employee create or edit promotional content. If there are no volunteers, the employer may assign the work to an intern or the most junior qualified employee.

2207

### **Unauthorized Use of Work**

The employer shall attempt to protect employees against the unauthorized use of employees' work.

2208

### **QMI Agency**

The union agrees the Employer is the owner of all copyrights on all material produced by editorial employees in the course of their employment with the employer and has the full right to reproduce,

publish, translate, broadcast, distribute, archive, sell or license this material in any manner, form or medium that the Employer chooses, including electronic form and Internet. It is agreed that any employee producing content or material waives any and all rights, including moral rights, with regard to that content or material.

Whenever substantive changes are made to editorial content produced by an employee, an effort will be made to discuss the changes with the employee before publication or sale of the content, in any format, by the employer or any entity associated with Sun Media or Quebecor Media. If the discussion does not take place, or the employee wishes to withhold his or her byline or credit, the byline or credit shall not be used.

## **ARTICLE 23 – PART TIME & TEMPORARY EMPLOYEES**

2301

### **Definition of Part Time Employment**

For the purpose of this Agreement, a part time employee shall mean one who regularly works not more than 80% of the normal work week.

A part time employee who averages more than 80% of a full-time work at regular hours over a 52 week period, excluding vacation leave and paid holidays shall be deemed to have become a full-time employee.

2302

### **Temporary Employees**

A temporary employee is an employee who is hired:

To cover a leave of absence, including a leave of absence for pregnancy and parental leave, for the duration of the absence up to 24 months, to cover a vacation absence for a maximum continuous period of five (5) months or for special projects to a maximum period of six (6) months which may be extended by mutual consent. The parties may agree to extend these periods.

The Union shall be notified in writing of the hiring of a temporary employee and the expected duration of and reason for the temporary position. A temporary employee whose services are no longer required or whose term has expired may be terminated without notice.

2303

**Progression on Wage Grid**

For the duration of the contract, grid movement for those on staff at ratification of this agreement shall be on June 14<sup>th</sup> for each year of the contract except for staff hired after June 14, 2006 who shall progress on their anniversary dates.

In calculating experience for the purpose of regular step-up wage increases, part-time employees shall be credited with their paid hours, including holiday and vacation pay, for each year of service in the corresponding wage classification (i.e. 1950 or 2080 annual hours).

2304

**Seniority**

Temporary employees shall not establish seniority under this Agreement.

**ARTICLE 24 – WAGES**

2401

**Experience Rating Upon Hire**

The employer shall hire new employees at rates no less than the starting rate for each classification and may establish the new employee at a higher rate on the appropriate classification wage grid on the basis of experience. Experience shall include all employment in comparable work. The Employer has the right to validate any experience claim.

2402

**Job Classifications**

In the event that a new job classification is created, the Employer and the Union will discuss and attempt to agree upon the proper classification and salary scale for the position. Failing agreement, the matter may be referred to arbitration for a final and binding determination.

**ARTICLE 25 – TERM OF CONTRACT**

2501

This Agreement shall become effective (except as provided herein) on January 1, 2013 and shall expire on December 31, 2016. It shall be binding upon the successors and assigns of both parties.

2502

Within ninety days prior to the termination of this Agreement, the Employer or the Union may open negotiations for a new Agreement.

Dated this 19th day of December, 2013 at Simcoe.

For the Company:

For the Union:

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## **Appendix A - Commissions**

### **Newspaper Sales Reps**

Full time Sales Reps are paid \$18,386 per year in base salary plus commission.

#### **Commission:**

Paid commission based on year to date sales compared to prior year.

Where commission is earned at the 20% rate, half is paid out, and the balance is banked for payout at year-end.

**Telemarketing** 7.5% on sales up to 50% of the prior year actual sales.

10% on sales between 50% and 90% of prior year actuals.

15% on sales between 90% and 105% of prior year actuals.

20% on sales over 105% of prior year actuals.

**Display** 3.75% on sales up to 50% of the prior year actual sales.

9% on sales between 50% and 90% of prior year actuals.

15% on sales between 90% and 105% of prior year actuals.

20% on sales over 105% of prior year actuals.

**Online Display** 10% Numbers to be included in overall sales or pool.

Credits due to production errors will not impact commissions. There shall be no loss of commission for write-offs if the sales employee is not at fault.

Commission rates include all statutory payments regarding vacation and holiday pay. When vacation and holiday days are taken, they will be paid at base salary rate.

A commission draw will be paid on a biweekly basis based on 75% of prior year sales. Monthly, actual year to date commission earned is calculated based on the above, and paid, less the commission and commission draw already paid.

Where the commission earned is less than the commission draw already paid, timing on clawback will be at the discretion of the General Manager.

The assignment and re-assignment of accounts is to be fair and equitable. Where re-assignment occurs, sales employees' accounts will be balanced.

### **Bonus re Progress Edition**

Each sales representative whose sales for the Progress Edition exceed the previous year's Progress Edition sales for his/her account list shall receive a bonus of \$300.

### **New Bonus**

Effective January 1, 2010, an additional incentive plan of \$500 lump sum on sales between 100 and 101.99% of prior year's actuals; and

A \$500 lump sum on sales between 102 and 103.99% of prior year's actuals; and

A \$500 lump sum on sales of 104% or more of prior year's actuals.

### **Appendix B – Wages**

Jan. 1, 2013

	Start	After 1	After 2	After 3	After 4	After 5	After 6	After 7
<b>News Editor</b>	601.55	641.00	677.27	715.67	754.06	769.44	777.64	
<b>Sports/Night Editor</b>	595.15	627.15	660.21	692.20	723.13	738.50	746.71	

<b>Reporter/ Editor</b>	587.67	616.47	648.47	677.27	708.21	722.06	737.44	745.64
<b>Multi-Media Journalist, Graphic Artist</b>	579.15	606.88	635.67	663.40	693.27	722.06	737.44	745.64
<b>Circulation Rep</b>	489.55	510.88	532.22	551.42	567.41	583.41	598.79	606.99
<b>Circ. Clerk, Edit. Asst, Receptionist, Classified Clerk</b>	410.63	435.15	458.62	484.22	508.75	524.13	532.33	
<b>National Order Clerk, Paginator, Front Office Clerk</b>	502.35	525.82	547.16	568.48	590.87	615.40	630.78	638.98

NOTE: Effective Dec. 31, 2013, the Sports/Night Editor "After 5" rate increases to \$745.89 and the "After 6" rate increases to 764.63. Similarly, the Journalist/Graphic Artist classifications increases to an "After 6" rate of \$744.72 and an "After 7" rate of \$763.82. And the Circulation Rep category will be melded into the National Order Clerk, Paginator, Front Office Clerk category. The "After 6" rate for the new combined Customer Service/Circulation Rep category increases to \$635.39 and the "After 7" rate increases to \$651.99. These increases will be applied before the general wage increase of 1% on Jan. 1, 2014.

### January 1, 2014

<b>1% increase</b>	<b>Start</b>	<b>After 1</b>	<b>After 2</b>	<b>After 3</b>	<b>After 4</b>	<b>After 5</b>	<b>After 6</b>	<b>After 7</b>
<b>News Editor</b>	607.57	647.41	684.04	722.83	761.60	777.13	785.42	
<b>Sports/Night Editor</b>	601.10	633.42	666.81	699.12	730.36	753.35	772.28	
<b>Reporter/ Editor</b>	593.55	622.64	654.96	684.04	715.29	729.28	752.17	771.46
<b>Multi-Media Journalist, Graphic Artist</b>	584.94	612.95	642.03	670.03	700.20	729.28	752.17	771.46
<b>Cust. Service/ Circulation Rep</b>	507.37	531.08	552.63	574.17	596.78	621.55	641.74	658.51
<b>Circ. Clerk, Edit. Asst, Receptionist, Classified Clerk</b>	414.74	439.50	463.21	489.06	513.84	529.37	537.65	

### January 1, 2015

<b>1.5% increase</b>	<b>Start</b>	<b>After 1</b>	<b>After 2</b>	<b>After 3</b>	<b>After 4</b>	<b>After 5</b>	<b>After 6</b>	<b>After 7</b>
<b>News Editor</b>	616.68	657.12	694.30	733.67	773.02	788.79	797.20	



<b>Sports/Night Editor</b>	610.12	642.92	676.81	709.61	741.32	764.65	783.86	
<b>Reporter/ Editor</b>	602.45	631.98	664.78	694.31	726.02	740.22	763.45	783.03
<b>Multi-Media Journalist, Graphic Artist</b>	593.71	622.14	651.66	680.08	710.70	740.22	763.45	783.03
<b>Cust. Service/ Circulation Rep</b>	514.98	539.05	560.92	582.78	605.73	630.87	651.37	668.39
<b>Circ. Clerk, Edit. Asst, Receptionist, Classified Clerk</b>	418.89	443.90	467.84	493.95	518.98	534.66	543.03	

### January 1, 2016

<b>1.5% increase</b>	<b>Start</b>	<b>After 1</b>	<b>After 2</b>	<b>After 3</b>	<b>After 4</b>	<b>After 5</b>	<b>After 6</b>	<b>After 7</b>
<b>News Editor</b>	625.93	666.98	704.72	744.68	784.62	800.62	809.16	
<b>Sports/Night Editor</b>	619.27	652.56	686.96	720.25	752.44	776.12	795.62	
<b>Reporter/ Editor</b>	611.49	641.46	674.75	704.73	736.91	751.32	774.90	794.78
<b>Multi-Media Journalist, Graphic Artist</b>	602.62	631.47	661.43	690.28	721.36	751.32	774.90	794.78
<b>Cust. Service/ Circulation Rep</b>	522.71	547.14	569.33	591.52	614.82	640.33	661.14	678.42
<b>Circ. Clerk, Edit. Asst, Receptionist, Classified Clerk</b>	425.17	450.56	474.86	501.36	526.77	542.68	551.18	

### Letter of Understanding – Review of Commission Plan

If requested by either party during the term of the collective agreement, the parties will meet to discuss the suitability of the compensation and commission structure, including possible alternatives, for sales reps.

### Letter of Understanding - Training

Training shall be provided by the company to the employees sufficient to perform the duties required of the position.

This letter will confirm our understanding during negotiations that the employer will meet with the bargaining unit editorial representative at least twice a year to discuss training and retraining associated with the implementation of new technology.

During the life of this agreement, the employer will offer mandatory training to all newsroom staff for multi-media content. This may include multi-media forms such as blogs, podcasts and videography; and skills such as writing or copy editing for the Web and posting content to the Web.

The employer will supply, in as timely a manner as possible, in-house training in photography for any reporter who wishes it, and writing or copy editing for any photographer who wishes it.

Training in existing work-essential software or other technologies will be provided, if deemed necessary by the Employer, in a timely and equitable manner to all editorial employees.