

COLLECTIVE AGREEMENT

between

**The Waterloo Region Record,
A division of Metroland Media Group Ltd.
PRODUCTION DEPARTMENT**

and

**Unifor
Local 87-M**

Effective from January 1, 2015 to December 31, 2018

LIST OF CONTENTS

ARTICLE 1 – PREAMBLE.....	4
ARTICLE 2 – RECOGNITION.....	4
ARTICLE 3 – BARGAINING UNIT	4
ARTICLE 4 – NO STRIKE OR LOCK-OUT	4
ARTICLE 5 – JOB GUARANTEE.....	4
ARTICLE 6 – DISCHARGE OR DISCIPLINE AND PERSONNEL RECORDS	5
ARTICLE 7 – HOURS OF WORK.....	6
ARTICLE 8 – NON-DAY DIFFERENTIAL	7
ARTICLE 9 – WAGES	7
ARTICLE 10 – DELETED – SEE LETTER OF UNDERSTANDING RE: PRESSROOM/PLATEMAKING	8
ARTICLE 11 – OVERTIME	8
ARTICLE 12 – DELETED – SEE LETTER OF UNDERSTANDING	8
ARTICLE 13 – LAYOFFS	9
ARTICLE 14 – GRIEVANCE PROCEDURE	11
ARTICLE 15 – ARBITRATION	12
ARTICLE 16 – SICK LEAVE.....	13
ARTICLE 17 – VACATIONS WITH PAY	13
ARTICLE 18 – PAID HOLIDAYS.....	15
ARTICLE 19 – HEALTH AND SAFETY.....	16
ARTICLE 20 – PAID BENEFITS	16
ARTICLE 21 – PENSION.....	17
ARTICLE 22 – MANAGEMENT RIGHTS	17
ARTICLE 23 – LEAVES OF ABSENCE	18
ARTICLE 24 – SENIORITY	20
ARTICLE 25 – BUY OUTS	21
ARTICLE 26 – DELETED – SEE APPENDIX E ARTICLE	22
ARTICLE 27 – DELETED - WASH-UP TIME.....	22
ARTICLE 28 – HIRING AND PROMOTIONS.....	22
ARTICLE 29 – DELETED – DISTRIBUTION	23
ARTICLE 30 – INFORMATION AND DUES DEDUCTION	23
ARTICLE 31 – TRAINING/RETRAINING	24
ARTICLE 32 – TEMPORARY EMPLOYEES.....	24
ARTICLE 33 – PART-TIME EMPLOYEES	25

ARTICLE 34 – DELETED – SEE LETTER OF UNDERSTANDING	27
ARTICLE 35 – HUMANITY FUND.....	27
ARTICLE 36 – TECHNOLOGY CHANGE.....	27
ARTICLE 37 – DURATION	28
APPENDIX B – UNIFOR LOCAL 87-M SENIORITY (AS OF JANUARY 1, 2016).....	29
APPENDIX D – EMPLOYER’S POLICIES (FOR INFORMATION ONLY)	29
LETTERS OF AGREEMENT:	
LETTER OF AGREEMENT #1 - DELETED	40
LETTER OF AGREEMENT #2 RE: DRUG PLAN EXCLUSION.....	41
LETTER OF AGREEMENT #3 RE: REPRISAL OR RECRIMINATION	43
LETTER OF AGREEMENT #4 RE: BARGAINING COMMITTEE	44
LETTER OF AGREEMENT #5 RE: PARKING	45
LETTER OF AGREEMENT #6 RE: BENEFIT COSTS	46
LETTER OF AGREEMENT #7 RE: AD BUILDER TEMPORARY ASSIGNMENT	47
LETTER OF AGREEMENT #8 RE: VACATION ENTITLEMENT/RETIREMENT ALLOWANCE FOR EMPLOYEES ELIGIBLE FOR THE DEFERRED COMPENSATION ARRANGEMENT.....	48
LETTERS OF INTENT:	
LETTER OF INTENT #1 RE: PARKING	49
THE WATERLOO REGION RECORD BENEFIT OVERVIEW	50
FAMILY EMERGENCY LEAVE	52
LOCAL HISTORY	54

ARTICLE 1 – PREAMBLE

This agreement entered into between the Waterloo Region Record, A division of Metroland Media Group Ltd., and the Unifor Local 87-M, this 1st day of January, 2015.

ARTICLE 2 – RECOGNITION

The Waterloo Region Record (hereinafter called the Employer) hereby recognizes the Unifor Local 87-M, (hereinafter called the Union) as the exclusive bargaining agent of the bargaining unit defined herein and recognizes the executive committee comprised of the Unit Chair, Vice- Chair and Secretary (hereinafter called the Committee) as the duly appointed representative of the Union for bargaining purposes. This paragraph shall not prevent the Union from appointing or electing a bargaining committee from its membership to negotiate agreements.

ARTICLE 3 – BARGAINING UNIT

- a) The bargaining unit covers all persons employed by the Employer at its daily newspaper plant in Kitchener in the production department and mailroom (packaging and distribution), except supervisory personnel and part-time persons in the mailroom (packaging and distribution).
- b) The production department includes: ad production and page release.
- c) Should another job function be added to the bargaining unit for any reason, the Employer will recognize the Unifor Local 87-M, as the exclusive bargaining agent for the employees doing these new job functions.
- d) For purposes of clarification these new job functions must be appropriate for inclusion in the bargaining unit in accordance with Ontario Labour Relations Board definitions.

ARTICLE 4 – NO STRIKE OR LOCK-OUT

There shall be no strikes or lock-outs so long as this agreement continues to operate.

ARTICLE 5 – JOB GUARANTEE

- a) The Employer will retain the right to lay off employees for lack of work, other than that which may arise from automation.
- b) Nothing else in this agreement shall be interpreted as limiting the Employer in any

way in the exercise of the customary functions of management and direction of the working forces, including the right to assign jobs, the right to hire, the right to suspend or discharge employees for just cause.

- c) Seniority will apply in any retraining required for a new process and in filling positions created by the process. Recognizing that exceptions will occur, both parties agree to allow on a non-seniority basis retraining for a new process or in filling positions created by the process. However, both parties agree that the thrust and meaning of this clause shall be that seniority will prevail as the rule and not the exception. Employees will be retrained on as extensive a scale, including multiple skills, as is feasible and fair.
- d) When positions become available, they will be posted to permit applications; day and night shift personnel shall both be eligible in filling vacancies as deemed appropriate by management. Seniority will prevail.

ARTICLE 6 – DISCHARGE OR DISCIPLINE AND PERSONNEL RECORDS

- a) The Employer agrees that it will not discharge or discipline an employee, except for just cause and the Employer agrees to meet with the Committee to make known all facts pertaining to any intended dismissal prior to dismissal and to allow the employee representation by the Union representative(s) at the termination interview.

The Employer agrees to meet with the Committee to make known all facts pertaining to any intended suspension prior to suspension, unless the Employer determines that the employee's actions warrant an immediate suspension.

- b) Employees will be entitled to Union representation in any grievance or disciplinary meeting.
- c) The Employer will remove reference to disciplinary action from an employee's record after twelve (12) months have elapsed, provided there has been no further disciplinary action taken during that time.
- d) Upon reasonable notice, employees shall have the right to review personnel, performance and any other files related to them which are kept by the Employer.
- e) Upon request, employees shall be provided with copies of material they have the right to review under paragraph (d) above.
- f) Employees shall have the right to respond in writing to the contents of the Employer's files. Such written responses shall be entered into the Employer's files.
- g) Derogatory material shall be brought to the attention of an employee before being entered into the Employer's records.

ARTICLE 7 – HOURS OF WORK

- a) A workweek for all full-time shifts shall be 37.5 hours consisting of two (2) consecutive days off, one of which shall be Saturday, excepting “special pre-press shift”.
- b) Dayshift begins at or after 6:00 a.m. and ends by 6:00 p.m. Night shift begins at or after 6:00 p.m. and ends by 6:00 a.m. This does not preclude the employer from establishing start and stop times that overlap from day to night shift. If the start time moves from one shift to the other, clause 7(c) shall apply.
- c) Changes of hours from one shift to another shift will be treated as job vacancies and will be posted. Where there are insufficient applicants, the vacancy will be filled by the person with the least seniority. In such cases, thirty (30) days’ written notice will be given. In cases of changes in hours within the parameters of existing shifts, ten (10) days’ written notice will be given. In all cases, notices will detail the new hours and the commencement date. A maximum of four (4) changes to hours of work for each employee annually.
- d) SPECIAL PRE-PRESS SHIFT: This paragraph specifically relates to a Sunday publication, if and when one is initiated. Hours of work: Three shifts of seven and one-half hours beginning not earlier than 6 a.m. or ending later than 6 p.m. on Wednesday, Thursday and Friday. Friday evening shift not to exceed five hours, beginning not earlier than 11 p.m. Saturday evening shift not to exceed six hours, beginning not earlier than 6 p.m. Usual shift differential will be paid for the two shifts worked on Friday and Saturday evenings. The above workweek will be considered to be equal to 37 and one-half hours, with Friday and Saturday considered to be equal to shifts of seven and one-half hours of work. It is agreed that if the Friday day shift is found to be not workable because of the early turn-around for Friday night, the Friday day shift will be eliminated and a Tuesday shift of the same duration will be initiated.
- e) Flextime is a mutually agreed upon work arrangement between employee and the Employer by which employees are individually allowed to choose, within limits agreed upon by the Union, the individual and the Employer, their working hours within their regular workweek. The Employer agrees that at no time will this policy be forced upon anyone.
- f) All full-time employees shall be entitled to two fifteen-minute paid breaks per shift.
- g) The Employer will provide the Union with three (3) months’ notice before moving to regular Sunday publication, weekday morning publication or publication on statutory holidays. After such notice is given the Employer shall, on request, meet with the Union to discuss the impact of such changes. In the event of a competitive intrusion into our market area, the Employer will meet with the Union to explain and discuss the need to reduce the notice period to one (1) month.

ARTICLE 8 – NON-DAY DIFFERENTIAL

Full-time employees working any shift regularly involving work before 6:00 a.m. or after 6:00 p.m. shall be paid for the hours worked outside the day shift at a rate of eight per cent in excess of the established day rate (adjusted to the nearest 25 cents), in addition to any applicable premiums.

Effective June 21, 2004, the practice of including the differential as part of the employee’s base salary will continue for all full-time employees on Appendix “B”. This practice will not apply to new hires.

ARTICLE 9 – WAGES

- a) Union retirees will be considered for part-time employment; to be paid, at a minimum, the job rate (highest rate) for Ad Builder/Pre-Press Technicians (Group A).
- b) The current practice of grid adjustments will include mathematical rounding up to the next highest dollar.
- c) A team-lead premium of 10% of the base level ad builder rate will be paid when employees act in the team-lead capacity. The Employer agrees that the primary function of the team-lead role is to assist in the day-to-day operation and not to act in a managerial role.

Effective January 1, 2014, the 2015 minimum weekly salaries shall be increased by one and one-half percent (1.5%). Effective January 1, 2015, the 2014 minimum weekly salaries shall not increase. Effective January 1, 2016, the 2015 minimum weekly salaries shall not increase. Effective Jan 1, 2017, the 2016 minimum weekly salaries shall be increased by one percent (1%). Effective January 1, 2018, the 2017 minimum weekly salaries shall be increased by the Ontario annual average percentage change in the Consumers’ Price Index (CPI) as released by Statistics Canada but the minimum increases shall be no less than one percent (1%) and the maximum shall be no more than three percent (3%).

	Jan 1 / 15 Weekly	Jan 1 / 16 Weekly	Jan 1 / 17 Weekly	Jan 1 / 18 Weekly
Group A: Ad Builder/Pre-Press Technician				
Start Rate	\$ 727.00	\$ 727.00	\$ 734.27	\$ _____
After 6 months	\$ 774.00	\$ 774.00	\$ 781.74	\$ _____
After 12 Months	\$ 819.00	\$ 819.00	\$ 827.19	\$ _____
After 18 Months	\$ 864.00	\$ 864.00	\$ 872.64	\$ _____
After 24 Months	\$ 910.00	\$ 910.00	\$ 919.10	\$ _____

**ARTICLE 10 – DELETED – SEE LETTER OF UNDERSTANDING RE:
PRESSROOM/ PLATEMAKING**

ARTICLE 11 – OVERTIME

- a) Time worked in excess of 37 1/2 hours a week will be paid at the overtime rate, which will not be less than time and one half, based on the hourly rate.

Employees may elect to take time in lieu of cash at the overtime rate at a time mutually agreeable between the Employer and the employee. 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 sixty (60) hours at any one time. Vacation requests shall take precedence over requests for banked time off.

- b) Double time will be paid for overtime worked on Sundays and on the paid holidays stipulated in Article 18.
- c) Overtime shall be allotted on an hourly basis, with the qualified person with the least number of hours being asked first.
- d) Time worked by part-time employees in excess of 7 1/2 hours per day will be considered overtime and will be governed by the provisions of this article.
- e) A master list of all overtime asked and worked shall be kept and given to the Committee monthly, not later than seven days following the first of each month. Time off for bereavements shall not be a bar to overtime.
- f) The rate of pay for systems operators' standby duty will be one hour at straight time at the current rate for every shift on standby. Saturday is to be considered one and one-half shifts and Sunday, three shifts.
- g) An employee called back to work after having left the building shall be guaranteed at least two hours compensation at the overtime rate. Travel time is included as part of the total time. If an employee is called in and then is called in again, for another problem, then another two-hour overtime minimum will apply.
- h) Time spent by C.E.P. executives attending meetings with management personnel, outside the executives' normal working hours, will attract overtime rates. The time may be paid or may accumulate at the Employer's option.

ARTICLE 12 – DELETED – SEE LETTER OF UNDERSTANDING

ARTICLE 13 – LAYOFFS

- a) When it is determined by the Employer that a reduction in the work force is necessary, not less than four (4) calendar 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.
- b) During the notice period, the Employer will request voluntary resignations from employees in the classifications involved, and shall make payments under the severance pay provisions of this agreement to volunteers. The number of employees to be laid off shall be reduced accordingly. It is understood that employees voluntarily resigning will thereby waive their rights to recall. Volunteers will not be refused; however, the number of volunteers shall not exceed the number of layoffs.
- c) In the event of a layoff:
 - i. Part-time employees in the classification affected with the least seniority would be the first affected; THEN
 - ii. Full-time employees in the classification(s) affected will be laid off in reverse order of seniority;
 - iii. No part-time employees will be recalled or hired in the classification affected, until all employees in that classification are recalled to their full-time positions. This does not prevent the Employer from recalling part-time employees in the classification after all full-time employees in the classification have exercised their right of refusal to the part-time work in accordance with clause 13(k).
- d) If there is a layoff, the employee(s) affected may choose, in order of seniority, within seven (7) working days of notice, to bump employees with the lowest seniority. Full-time employees may bump other full-time employees or part-time employees, and part-time employees may bump other part-time employees or full-time employees provided they have more seniority than the employee they choose to bump. Employees who choose to bump may bump either those with the lowest seniority in the same classification or those with the lowest seniority in a classification in which they are, in the opinion of the Employer, competent to perform the work. Employees shall be permitted a trial period of up to thirty (30) days to demonstrate their competence to perform the job they claim. An employee who chooses to bump shall receive severance pay in accordance with this agreement.
- e) An employee displaced under clause (e) above may similarly elect, within seven (7) working days of notice, to bump the employee with the lowest seniority into another classification in which the employee is, in the opinion of the Employer, competent to perform the work. This process shall be applied to the original bump and the secondary bump.

- f) i. Employees displaced through layoff or bumping, will be permitted a trial period of thirty (30) days to demonstrate their competence to perform the job they claim.
- ii. An employee displaced under clause (e or f) above will return to his/her former position if the employee that bumped is deemed incompetent to perform the job after the 30-day trial period or if the employee that bumped volunteers to terminate his/her 30-day trial period in that classification.
- g) An employee who chooses not to bump shall receive payments under the severance pay provisions of this agreement. In no case will an employee who is recalled, and who has received severance pay, be paid severance pay more than once for the same period of service with the Employer.
- h) An employee who bumps into a lower classification shall be paid the greater of the top rate of pay for that classification or his/her current salary.
- i) Laid-off employees, or those who bumped into lower classifications, shall be placed on a recall list in order of seniority and the Employer shall fill vacancies according to that list, provided the employee is competent to perform the work. The employee may be subject to a 30-day trial period. A laid-off employee may refuse or accept temporary work without his/her recall rights being affected, and a laid-off full-time employee may refuse or accept part-time work without his/her recall rights being affected. A laid-off part-time employee may refuse full-time work without his/her recall rights being affected.
- j) Recall will be in order of seniority. Notice of recall shall be sent to the employee by registered mail, with a copy hand-delivered to a member of the Union at or about the same time. Any position vacated through layoff will be filled firstly by recall and secondly by posting the position when, and if, the position becomes available again.
- k) In the event of termination as a result of a staff reduction or in the event of merger, consolidation, or cessation of operations, involving the newspaper published by the Employer, all employees released shall receive severance pay in the amount of one (1) week's pay for each six (6) months of service or major fraction thereof, with a maximum of fifty-two (52) weeks pay or, if eligible, payment under the deferred compensation arrangement provisions of Appendix C. Employees accepting severance pay hereunder or the "compensation arrangement" (Appendix "C"), waive their right of recall under Article 13. It is agreed that an employee discharged for cause or leaving voluntarily (except under the provisions of Article 13.b.) shall have no right to severance pay under this agreement.
- l) Laid-off employees shall be removed from the recall list when their seniority is lost as outlined in Article 24(c).
- m) During a layoff, seniority will continue to accumulate. An employee on recall shall

have the option of buying his/her benefits package for the period he/she is on recall.

- n) Time limits in this article may be extended by mutual agreement between the Union and the Employer. In all cases, days mean calendar days.

ARTICLE 14 – GRIEVANCE PROCEDURE

- a) The Committee members shall be allowed adequate time during working hours to discuss employee grievances. Any grievances or reply by either party must be in writing and signed, reserving, however, the right given to an individual employee to present any of his personal grievances to his employer.
- b) STEP 1 – A grievance must be presented to an employee’s supervisor within thirty (30) days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the grievor. If a satisfactory settlement is not reached within seven (7) days the grievance may be taken to Step 2.

STEP 2 – A grievance not resolved in Step 1 may, within fourteen (14) days of the reply at Step 1, be submitted to the Department Head or his delegate. Within seven (7) days of the date of receipt of the grievance, the Department Head or his delegate shall reply in writing to the Committee setting out his reasons in the reply.

STEP 3 – Should the reply in Step 2 be unsatisfactory, the grievance may be submitted to the Publisher or his delegate within seven (7) days of the reply. The Employer shall again reply in writing setting out its reasons within seven (7) days after receiving the grievance.

STEP 4 – Should the Employer’s reply at Step 3 be unsatisfactory, the grievance may be referred to arbitration within twenty-one days of the Employer’s reply at Step 3 and at the request of either party in accordance with Article 15.
- c) By mutual agreement between the Employer and the Union, and in the case of an Employer or a Union grievance, or in the case of a grievance involving the suspension or discharge of an employee, the processing of a grievance may begin at Step 3.
- d) It is intended that grievances shall be processed as quickly as possible. If the grieving party does not appeal the grievance to the next successive stage within the specified appeal time limit, the grievance shall be deemed to be abandoned and shall not thereafter be reinstated. If the responding party does not answer the grievance within the specified answer time limit for each stage, then the grievance shall automatically proceed to the next higher stage.

- e) If requested, the time limits or steps set under this provision may be waived or extended by mutual consent. The decision of the parties shall be confirmed in writing.

ARTICLE 15 – ARBITRATION

- a) Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.
- b) In general, it is intended that grievances which are not resolved by Step 3 shall be submitted to a single arbitrator; however, either party may elect to submit a grievance to an Arbitration Board of three (3) members, in which case the other party shall comply. The referral to arbitration shall include a list of names for a single arbitrator or the name of a nominee to the arbitration board of the party requesting arbitration.
- c) The recipient of the referral shall, within five (5) days, notify the other party in writing of its acceptance of one of the proposed arbitrators, or submit its own list of single arbitrators, or in the case of establishing an arbitration board, submit its nominee to the arbitration board.
- d) The parties shall endeavor within five (5) days to agree upon a single arbitrator, or in the case of an arbitration board, the nominees shall endeavor to agree on a chairperson for the arbitration board, and where a single arbitrator or a chairperson cannot be agreed to or where either side fails to appoint a nominee to an arbitration board, the Minister of Labour of Ontario may be asked by either party to make the appointment.
- e) The Board of Arbitration or single arbitrator shall convene a hearing as soon as possible to hear and determine the matter. The arbitrator or Board shall issue a decision and the decision shall be final and binding upon the parties and upon any employee and Employer affected by it. In the case of an Arbitration Board, the decision of the majority is the decision of the Board, but, if there is no majority decision, the decision of the Chair shall govern.
- f) Each party shall pay the fees and expenses of its appointee to an Arbitration Board and the Employer and the Union shall each pay one-half of the fees and expenses of the Chair or the single arbitrator.
- g) Time limits in this article may be extended by mutual agreement. In all cases, “days” means calendar days.

ARTICLE 16 – SICK LEAVE

- a) Time off for illness will normally be at full salary. The Employer’s existing Sick Leave and Long Term Disability Plan shall continue during the life of this agreement. (See Appendix “D” for the Sick Leave and LTD Policy).
- b) Employees hired before September 17, 2007 may retain each year the difference between 10 days and the number of sick days they have used, to extend sick leave at full pay beyond 26 weeks. The accumulated sick leave, not exceeding a maximum of 90 days, may advance the date of an employee’s retirement at the option of the person retiring, or in the case of an employee eligible for the deferred compensation payment described under Appendix “C” be paid out in a lump sum if so desired.

Employees hired September 17, 2007 or after will not have access to the accumulated sick leave program.

- c) The Employer will provide each employee with an annual, current report of the status of their accumulated sick leave before February 15th of each year.
- d) Full-time employees who become part-time employees shall retain their accumulated sick time for use as a part-time employee. If these part-time employees become full-time again, they will be entitled to retain their unused accumulated sick leave for use as a full-time employee.
- e) Probationary full-time employees are allowed two (2) paid sick days for each full month of employment.

ARTICLE 17 – VACATIONS WITH PAY

- a) A calendar year system shall be used for allocating vacations. In their second calendar year of employment and beyond, employees who have completed the specified period of service by July 1 of each year shall receive annual paid vacation on the following basis:

less than six (6) years’ service..... three (3) weeks
after six (6) years four (4) weeks
after thirteen (13) years five (5) weeks
after twenty-three (23) years six (6) weeks
after thirty-five (35) years seven (7) weeks,
plus one (1) extra day for each year thereafter

Employees in their first year of employment will receive vacation with pay for that year at the rate of 1 1/4 days for each month’s service to a maximum of fifteen (15) days. Employees with twenty-five (25) years’ service shall also receive one (1) additional day during their twenty-fifth (25th) anniversary year.

Any employee who takes a week or more of vacation between January 1 and March 31 will be entitled to an additional day of vacation, which must also be taken during the January 1 and March 31 time period. If January 1 falls on a Wednesday or earlier in the week, this week will be considered part of the above arrangement. If March 31 falls on a Wednesday or later in the week, this week will be considered part of the above arrangement.

- b) The Employer will guarantee every employee the opportunity to choose two weeks of vacation in the period that begins with the week that includes Canada Day (July 1) and ends with the week immediately preceding Labour Day.
- c) Vacations in each vacation group shall be selected in order of seniority. Each employee shall be entitled to select his first two weeks of vacation on the holiday list. After all employees have selected their first two weeks of vacation, each employee shall again be entitled, in order of seniority, to select their remaining weeks of holiday entitlement one week at a time.
- d) Any weeks available for selection of holidays will remain available for selection of stat days, time owing and changing holiday selections. Any weeks made available through change of selection will be offered to each employee, in order of seniority.
- e) The Employer acknowledges that the inclusion of part-time employees in the bargaining unit will provide the Employer with the opportunity to make stat day selections more beneficial for full-time employees.
- f) An employee who is absent from work due to illness or injury for a minimum of five (5) days prior to the commencement of the employee's scheduled vacation, shall be allowed to reschedule all such vacation provided the employee's illness or injury is supported by a medical certificate and the employee's request to reschedule such vacation is given prior to the start of the vacation. Such vacation time shall be rescheduled by mutual agreement between the employee and the Employer.
- g) With the exception of pregnancy and parental leave, an employee who, during the applicable vacation year, has an unpaid leave of absence in excess of one month or shall have the vacation period and pay adjusted on a pro-rata basis.
- h) Completed annual holiday/stat lists will be posted before the end of February.
- i) If an employee's scheduled vacation falls within a period during which the employee is primarily assigned to work outside of day shift hours, the employee shall be paid his/her normal shift differential while on vacation.

ARTICLE 18 – PAID HOLIDAYS

a) All employees will be entitled to the following holidays with full pay:

New Year's Day	Civic Holiday
Family Day (effective January 1, 2008)	Labour Day
Good Friday	Thanksgiving
Day Victoria Day	Christmas Day
Canada Day	Boxing Day

The Employer shall allow another religious holiday to be substituted for a mutually agreed listed paid holiday.

- b) When a holiday falls on an employee's regular day off, the employee will receive another day off at a time of the employee's choosing, subject to the approval of the department head.
- c) Employees shall be entitled to one (1) additional holiday with full pay. The day may be taken at any time during the year and must be agreed on by the staff member and the department head at least two (2) weeks in advance. It is agreed that if and when a government declares another paid holiday, the additional day will be that day.
- d) Full-time employees will be entitled to an additional floating holiday with pay. The day may be taken at any time during the year and must be agreed on by the staff member and the department head at least two (2) weeks in advance.
- e) Employees required to work on a paid holiday on which the newspaper regularly publishes will be paid one and a half times their straight time rate of pay in addition to their regular weekly salary. Employees may opt for one-and-a-half days off at mutually agreed times, in addition to their regular weekly salary.
- f) Employees required to work on a paid holiday on which the newspaper does not regularly publish will be paid double time for a minimum of four (4) hours or time-and-a-half for a full shift after four hours, in addition to regular weekly salary.
- g) Employees whose shifts overlap the day preceding or the day following a paid holiday, are considered to have worked on the paid holiday if two (2) or more hours of their shift falls on the actual date of the paid holiday.
- h) Employees required to work on Christmas Day and/or Good Friday will be paid twice their straight time rate of pay in addition to their regular weekly salary.

ARTICLE 19 – HEALTH AND SAFETY

- a) The Employer shall maintain a safe and healthy work environment for all employees and shall maintain a Company-wide health and safety committee for the purpose of prevention of injuries and accidents and the promotion of appropriate safe work practices.
- b) The Employer will subsidize the purchase of safety shoes for Union members required to wear safety shoes while performing their job. The amount of safety shoe allowance shall be calculated by adding \$8.00 at the first of each month after the date of the last purchase, to a maximum total allowance of \$132.00, plus taxes paid by the Employer. Newly hired employees will have \$50.00 added to their safety shoe allowance balance on their date of hire.
- c) The Employer agrees to provide computer terminal glare screens when requested. Employees requiring glasses for computer terminal use will be reimbursed to a maximum of \$150.00 every two (2) calendar years.

ARTICLE 20 – PAID BENEFITS

- a) The Employer shall maintain: the existing Group Life and Health Insurance policy, or a plan providing at least equal benefits, plus all other current benefits, in effect at the signing of this agreement during the life of this agreement.
- b) For all eligible full time employees on the active payroll, as of October 1, 2012 and for the remaining term of this contract, the monthly premiums for the Dental Plan and Supplementary Medical Plan shall be shared 80% by the Employer and 20% by the employee, paid through payroll deductions. All new employees hired after the date of ratification will be part of the Metroland Benefit Plan according to the terms and cost sharing formulas of those plans.
- c) The Employer agrees that for those benefit programs, which the Employer now pays the premiums, it will continue to pay these premiums plus pay increases in those premiums, subject to its ability to pay any increase. Employer-paid benefits include the Group Life Insurance Plan, Accidental Death and Dismemberment coverage, a Major Medical Expense benefit, Eyeglass coverage and the Dental Plan.
- d) The vision care reimbursement maximum will be \$275.00 every two years.
- e) Insured Dental charges will be reimbursed at 100%, based on the previous year's Dental Fee Schedule.
- f) In the event of the death of an employee the above benefits will be maintained for a period of one year for the surviving spouse and eligible dependents.

- g) New employees are eligible to be insured on the first day of the month following three months of continuous employment.
- h) Retired employees, age 55 and over, will have the major medical expenses plan, eyeglass coverage and dental plan paid between their retirement and the later of: three (3) years after their retirement date and their 65th birthday. Out-of-province coverage is not included.

Employees who retire September 17, 2007 or after, will not have out-of-province benefit coverage or Accidental Death and Dismemberment insurance; the life insurance policy for retirees will be \$15,000.00. New employees hired September 17, 2007 or after, will not have access to retiree benefits.

- i) In consideration for the provision of the improvement to the employee benefit package the Union, on behalf of the employees, releases the Employer from any obligation it might have hereafter to pay to employees any Employment Insurance rebate available due to the existence of the Employer's sick leave plan. The Union, on behalf of the employees, acknowledges that the employees will benefit from the reduction of the Employer's Employment Insurance premiums in an amount at least equal to five twelfths (5/12) of such reduction. The rebate received by the Employer shall be used by the Employer to defray part of the costs associated with the provision of the improved benefit plan.
- j) The Employer will not pay for first/basic medical documentation required as a result of absence, but will pay for additional medical information when requested by the Employer.
- k) Where, as a result of conflicting medical assessments, either party may request an independent medical evaluation (IME). The Employer and the Union will mutually agree on a suitable IME provider.

ARTICLE 21 – PENSION

- a) The Employer shall, during the life of this agreement, maintain the Pension Plan in effect at the signing of this agreement or a plan providing at least equal benefits. The current pension plan will be closed to new members effective immediately. New employees will be eligible for entry into the Metroland Group RRSP/DPSP according to the terms of that plan. Current employees, who are not members of the DB pension plan, may choose to enter the new Group RRSP/DPSP.

ARTICLE 22 – MANAGEMENT RIGHTS

- a) The publisher will have the sole right of determining the specific days and times when the paper shall be published, and shall be the judge, subject to the provisions of this

agreement, of the number of persons required in the production department and the jobs to be performed therein. However, he or other Company representatives will give 90 days notice and consult with the Committee on technological changes of significance. In addition, the Union will be given 60 days notice for discussion in the event of job reclassifications.

ARTICLE 23 – LEAVES OF ABSENCE

- a) **Bereavement Leave** - Employees will be granted three (3) days time off in the death of father, mother, spouse, child, step- child, step-father, step-mother, father-in-law, mother-in-law, brother, sister, step-brother, step-sister and grandparent; also any relative who lives with an employee of the Employer or with whom the employee may live; two (2) days for brother-in-law, sister-in-law or grandchild. The staff member will be allowed a day for spouse's grandparent, and if serving as pallbearer. Depending on circumstances, additional leave without loss of pay may be granted for travel time, if required. Common-law equivalents and equivalents in same-sex relationships shall be recognized for equal treatment under this clause.
- b) **General Leave** - Any employee may submit a written request to the Employer for leave of absence without pay specifying the reason for and duration of the leave. Requests will not be unreasonably denied but will be given due consideration based on their merits and the requirements of operations. For the first six (6) months of a leave, the Employer shall continue the benefits under Article 20. For the first six (6) months of a leave, the employee shall accumulate seniority and retain all seniority accumulated prior to the start of such leave.
- c) **Family Leave** - The Employer's current policy on Dependent/Elder Care shall remain in effect for the duration of the agreement (see Appendix "D").
- d) **Court Duty** - Should an employee be required on his/her regular work day to report for jury duty or is subpoenaed to testify before a court of law, coroner's inquest, Parliamentary Inquiry or Royal Commission, the employee will be paid his/her regular salary for the day. Employees working other than day shifts, who require leaves under this paragraph, may choose to book off work on either his/her shift preceding the day of required duty or his/her shift immediately following the day of required duty and will be paid his/her regular salary for said shifts. Any reimbursement received from the court will be signed over to the Employer. An 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 the result of performing the employee's duties for the Employer.
- e) **Pregnancy and Parental Leave**
 - i. Pregnancy and Parental Leave eligibility shall be granted in accordance with the Employment Standards Act.

- ii. The Employer requests two (2) weeks' notice before the beginning of the leave, and at least four (4) weeks' notice with respect to the employee's return to work date.
 - iii. Maternity or pregnancy leave covers the employee who gives birth to a child, and the employee is entitled to take up to seventeen (17) weeks of leave.
 - iv. Parental leave is available to both parents of a child, and the employee is entitled to take up to thirty-seven (37) weeks of leave. Parental leave language also covers adoption situations.
 - v. The Employer shall continue to pay the employer's cost-share of all benefits for the duration of the employee's maternity and parental leave.
 - vi. An employee on pregnancy leave, hired on or before April 4, 2012, who qualifies for Employment Insurance benefits shall receive the following Employer paid weekly paid supplemental benefit:
 - a. For the two (2) week waiting period, employees will receive an amount equal to the Employment Insurance benefit level. The applicable deductions from their pay for the two (2) week period shall be made;
 - b. For the remaining portion of their leave, not to exceed fifteen (15) weeks, the Employer will pay the employee ten (10 %) percent of their regular weekly salary.
 - vii. On his/her return to work the employee will be entitled to return to the same position held prior to the leave or one comparable to it.
 - viii. Benefits under this article shall be available to same-sex couples.
- f) **Paternity Leave** - Employees shall be entitled to paternity leave on the following basis:
- i. The Employer shall grant up to three (3) days time off with pay following the birth of a child or following the adoption of a child;
 - ii. Employees may request unpaid paternity leave under the provisions of section (b) above;
 - iii. This clause applies equally to natural or adoptive parents.
- g) **Compassionate Care Leave** - Employees can receive compassionate care benefits up to a maximum of six (6) weeks plus two (2) weeks for waiting period if they have to be absent from work to provide care or support to a gravely ill family member with a significant risk of death within twenty-six (26) weeks. Total period of the leave required: up to eight (8) weeks.

Definition of Care or Support to a Family: Care or support to a family member means providing psychological or emotional support, or arranging for care by a third party, or directly providing or participating in the care.

An employee on Compassionate Care Leave, hired on or before April 4, 2012, who qualifies for Employment Insurance benefits in respect of a spouse or common-law partner; child or the child of a spouse or common-law partner; father/mother; father's wife/mother's husband; common-law partner of your father/mother shall receive the following Employer paid weekly supplements:

- i. For the two (2) week waiting period, an employee will receive an amount equal to the Employment Insurance benefit level. The applicable deductions from their pay for the two (2) week period shall be made;
 - ii. For the remaining portion of their leave, not to exceed six (6) weeks, the Employer will pay the employee ten (10) percent of their regular weekly salary.
- h) **Union Leave** - On reasonable notice and subject to requirements of the operation, employees elected or appointed to the Union negotiating committee shall be granted a leave of absence without pay for attending negotiating sessions and meetings to prepare for bargaining.

Leaves of absence without pay, upon written request and on reasonable notice, shall be granted to employees elected or appointed delegates to conventions of UNIFOR or any organization with which UNIFOR is affiliated and to delegates to special meetings or training sessions called by UNIFOR or any organization to which it is affiliated, provided that no more than one (1) such leave need be granted at any one time and leave to any such delegates shall not exceed seven (7) working days within any seven (7) consecutive day period.

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. The annual general wage increase will apply, however, the employees' rate will not progress through the salary grid and will remain frozen at the level attained at the time of departure. Pension plan shall only accrue if the Employer's contributions are paid by the labour organization. The employee must give the Employer one (1) month written notice 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.

ARTICLE 24 – SENIORITY

- a) An employee's length of service in the bargaining unit will determine an employee's seniority. Current or former bargaining unit members who have, prior to 1997,

accepted promotion to a supervisory position, may step down from the supervisory position to the bargaining unit and will be deemed not to have interrupted their length of service in the bargaining unit.

In the event a bargaining unit member accepts a transfer or a promotion to an excluded position the employee shall not accrue seniority. However, the employee shall retain his/her right to return to the bargaining unit, provided the leave has not exceeded one (1) year, and have his/her seniority date reinstated from the date they accepted the new position.

- b) An employee's length of continuous service with the Employer will determine an employee's vacation entitlement, severance pay and other applicable Company benefits.
- c) An employee's continuity of service shall be broken, seniority lost, and employment terminated when he or she:
 - i. voluntarily terminates his or her employment;
 - ii. is laid off by the Employer for a period exceeding thirty (30) consecutive months;
 - iii. fails to report for work within fourteen (14) days after being notified by the Employer of recall following layoff;
 - iv. is terminated for just and sufficient cause;
 - v. fails to report for work after the end of an authorized leave of absence without providing a satisfactory reason.
- d) The Employer shall maintain a mutually agreed seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union annually not later than March 31st of each year. The seniority list as at the date of signing of this collective agreement will be appended to the agreement as Appendix B for information purposes only.
- e) In the event of an employee transferring from another department to the production department, his or her seniority will begin the day of the transfer. Other length of service rights are not affected.
- f) Employees who have the same start date in the bargaining unit shall have their seniority determined by their Company seniority.

ARTICLE 25 – BUY OUTS

- a) Any buy-out proposal directed to a member of the bargaining unit will be initiated in the presence of a member of the Committee. Any employee may if he/she wishes, negotiate his/her buy-out after this initial proposal by the Employer. The Committee will be advised in writing as to the terms of the final agreement.

ARTICLE 26 – DELETED – SEE APPENDIX E ARTICLE

ARTICLE 27 – DELETED - WASH-UP TIME

ARTICLE 28 – HIRING AND PROMOTIONS

- a) The Employer shall email postings to all employees in the production areas for all job vacancies or new positions in the production department. The posting will remain open for a period of ten (10) calendar days. It is understood that the posting of positions excluded from the bargaining unit is for information purposes only and that the remaining provisions of this agreement shall not be applicable to such postings.
- b) When a posting is revised the original posting will be emailed. An email of each posting will be forwarded to the Union Chairperson.
- c) The date of posting and the date the posting closes shall appear on the notice along with job classification and basic qualifications required.
- d) All candidates from within the bargaining unit who apply in writing and who have not been interviewed for the same position in the preceding twelve (12) months shall be granted an interview.
- e) Employees shall be allowed to submit, in writing, applications for specific jobs in advance of an absence from work provided they are able to assume the position upon award.
- f) The Employer will encourage the promotion of employees from within the Waterloo Region Record and will attempt to promote from within whenever suitable candidates for promotion are available. Employees shall be free to refuse promotions without penalty.
- g) Where, in the opinion of the Employer, two (2) or more applicants for bargaining unit positions have relatively equal skill and ability, the employee with the most seniority will be awarded the position.
- h) An employee's shift will not be used as a barrier to prevent him or her from being awarded any job vacancy or new position on a different shift.
- i) The Employer will inform the Committee, in advance, of any hirings or promotions in the bargaining unit.
- j) Newly hired full-time and part-time employees shall be on probation for three (3) calendar months. The probationary period may be extended by mutual agreement. The Employer may dismiss a probationary employee for any reason whether the

probationary period is extended or not, provided such dismissal is not otherwise arbitrary, discriminatory or in bad faith.

- k) Employees who are transferred laterally or promoted to another classification where the job content is substantially different from their prior classification shall be on a trial period for forty-five (45) days. The Employer may, at any time during this trial period, return the employee to their former classification with no loss of seniority, or the employee may elect to return to their previous classification within the said timeframe. At the conclusion of a successful trial period the employee will be advised in writing that the promotion or transfer has been made permanent.
- l) Where there is the creation of a new bargaining unit position or a significant change to an existing bargaining unit position, which involves a new title or a change in title, the Employer will notify the Union and will discuss any disagreements with the Union. Notification to the Union will be prior to announcing the new position.

ARTICLE 29 – DELETED – DISTRIBUTION

ARTICLE 30 – INFORMATION AND DUES DEDUCTION

- a) The Employer shall supply the Committee, within thirty (30) days of signing of this agreement, with a list containing the following information for each member of the bargaining unit:
 - i) Name
 - ii) Address
 - iii) Date of Hiring
 - iv) Classification
 - v) Status (full-time or part-time)
 - vi) Experience Rating
 - vii) Experience Anniversary
 - viii) Salary
- b) Changes to the above information as well as notification as to resignations, retirements, deaths, leaves of absence together with effective dates shall be provided to the Committee not later than one (1) month after they occur.
- c) Union dues from all employees in the bargaining unit covered by this agreement shall be paid by automatic payroll deductions.
- d) The Employer shall deduct from the regular salary of the covered employees an amount equal to the regular union dues in accordance with a rates schedule furnished by the Committee. The dues schedule may be amended by the Union and

the Employer shall adjust payroll deductions accordingly within four (4) weeks following the date of written notice from the Union.

- e) The Employer shall remit to the Union, not later than the 15th day of each month, all regular union dues collected during the preceding calendar month.
- f) The Employer shall provide the Union with a monthly statement of the amount of dues remitted to the Union for every employee in the bargaining unit.

ARTICLE 31 – TRAINING/RETRAINING

- a) Any training/retraining is subject to the provisions under Article 5(e).
- b) Any training or re-training must be offered to all full-time employees before being offered to part-time employees (two (2) weeks of initial job function training the exception).
- c) The Employer and the Union recognize the value of a well-trained work force in which employees possess the skills necessary to carry out the duties demanded by their job. Employees who have reached the job rate are presumed to have the necessary skill and ability to do that job. Differences in skill and ability, within a particular job classification, will not enter into any lay-off decision.

ARTICLE 32 – TEMPORARY EMPLOYEES

- a) A temporary employee is one who is hired to:
 - i) cover a leave of absence for the duration of the leave;
 - ii) cover vacation absences for a maximum continuous period of four (4) months;
 - iii) cover LTD absence(s) for a maximum of two (2) years.
- b) Temporary employees shall not be used to reduce, displace or eliminate full-time or part-time employees.
- c) Temporary employees shall not be used when any bargaining unit employee is on layoff.
- d) Full-time temporary positions will be offered to qualified part-time C.E.P. Local 87-M employees before hiring from outside the bargaining unit.
- e) The Committee shall be notified in writing of the nature and duration of temporary hirings.

- f) Temporary employees must belong to C.E.P. Local 87-M and will be covered by all provisions of this Agreement except where specifically provided otherwise in the Agreement.
- g) For purposes of vacation pay, statutory holiday entitlement and pay, benefits and sick leave, temporary employees shall be governed by the provisions of Article 33.
- h) Temporary employees hired September 17, 2007 or after, will not have access to employee benefits.

ARTICLE 33 – PART-TIME EMPLOYEES

Part-time employees shall be covered by all provisions of this agreement except where specifically provided otherwise in the agreement or in this section.

- a) A part-time employee is an employee who is regularly scheduled to work at least 15 hours but not more than 30 hours a week. A part-time employee may work as a full-time employee temporarily to cover a vacation or absence under this Agreement without affecting his or her part-time status.
- b) All part-time employees are required to be members of C.E.P. Local 87-M and pay union dues.
- c) Part-time employees shall not be used to eliminate full-time employees.
- d) Part-time employees will be entitled to vacation time in accordance with the entitlement provisions of Article 17(a). Actual vacation time off will be unpaid but vacation pay earned in the twelve-month period ending June 30 will be paid to all part-time employees during the first two (2) weeks of July each year. Part-time employees who have completed the specified period of service by July 1 of each year shall receive vacation pay as follows:

less than six (6) years' service.....	6%
after six (6) years	8%
after thirteen (13) years	10%
after twenty-three (23) years	12%
after thirty-five (35) years	14%

- e) The amount of public holiday pay to which an employee is entitled is all of the regular wages earned by the employee in the four (4) weeks before the work week with the public holiday payable to the employee with respect to the four (4) work weeks before the work week with the public holiday, divided by twenty (20). When vacation is taken in the four (4) weeks before the work week with the public holiday, the week(s) prior to the four (4) weeks will be substituted for purposes of calculating the amount owing.

- f) It is understood that the provisions of paragraph 23(a) of the Agreement apply to scheduled hours lost up to and including the day after the funeral.
- g) For purposes of calculating severance pay for part-time employees, the service date will be the date of hire and the applicable wage rate used in the calculation will be the average of the past fifty-two (52) weeks of actual pay.
- h) At a minimum, part-time employees (excluding retirees), who have completed six (6) months of continuous service, are entitled to the following benefit coverage:

Life Insurance	\$10,000
A.D. & D.	\$5,000
Group Health	Premiums 50% Company
paid Dental Plan	Premiums 50% Company
paid Pension Plan	Membership is optional
Retirees working part-time would still receive retiree benefits.	

- i) Current part-time employees, hired before September 17, 2007, who have completed probation, shall receive paid sick leave, in accordance with Article 16 and the restrictions outlined in this paragraph, when absent due to illness on a day on which they would regularly have been scheduled to work. Payment for each sick day shall be equivalent to the hours scheduled to work. Paid sick leave will be limited to ten (10) days per calendar year. Probationary part-time employees, hired before September 17, 2007, are allowed two (2) paid sick days during their probationary period. Unused sick days may not be carried forward from year to year, except as provided under Article 16(d). Part-time employees hired September 17, 2007 or after, will not have access to paid sick leave.
- j) Part-time employees shall be entitled to paid breaks (15 minutes for every 3 1/2 hours worked in a shift).
- k) Part-time employees shall be given a schedule of hours required to work a minimum of two (2) weeks in advance. Article 7 (c) does not apply to part-time employees. Changes to posted schedules within one (1) week of the scheduled shift will not be made without the employee's consent. In emergency situations or circumstances beyond the control of the employer, part-time employees shall be given notice of changes in shifts not later than noon of the preceding work day.
- l) Part-time employees will be paid an additional eight per cent (8%) of their regular rate for every hour worked outside the normal day shift hours (6:00 a.m. to 6:00 p.m.).
- m) Part-time shifts will be a minimum of four (4) hours and a maximum of seven and one-half (7 1/2) hours.

- n) The Employer will make a reasonable effort to distribute hours for part-timers as evenly as possible. Seniority will apply in the allotment of hours whereas it is expected that the more senior part-time employee will normally work the same amount or more hours than a part-timer with less seniority.

ARTICLE 34 – DELETED – SEE LETTER OF UNDERSTANDING

ARTICLE 35 – HUMANITY FUND

The Employer shall in each pay period, deduct \$0.01 per hour for all regular hours worked from the wages of employees covered by this Collective Agreement. The employee shall notify the Employer of their intent to enroll in the Fund. The monies so deducted shall be remitted to the charitable foundation known as the CEP Humanity Fund no later than the 15th day of the month following the month in which the hours were worked. The Employer shall also include with the remittance the number of employees for whom contributions have been made. All such employee contributions to the CEP Humanity Fund shall be recorded on the employee's T4 form.

ARTICLE 36 – TECHNOLOGY CHANGE

The Employer shall notify the Union at least three (3) months in advance of the introduction of major changes in equipment or technology used by it in its operations. During this period, on the request of either party, the parties shall meet to discuss the impact of such changes. Where such a change in equipment or technology causes the elimination of positions, the Employer shall offer, to affected employees, retraining for job vacancies within the bargaining unit. Where no job vacancies exist or where the employee cannot be retrained within a reasonable period of time, the Employer may layoff staff in accordance with this article.

ARTICLE 37 – DURATION

This agreement shall remain in force from January 1, 2015 to December 31, 2018 and from year to year thereafter unless notice of amendment is given in writing by either party not less than 30 days before the expiry date.

Signed this ____ day of _____, 2016.

For Unifor Local 87-M,

**For The Waterloo Region Record,
A division of Metroland Media Group Ltd.**

APPENDIX B – Unifor LOCAL 87-M SENIORITY (AS OF JANUARY 1, 2016)

The Employer and the Union agree that the following seniority list (including applicable updates) will be applied when references to seniority are made in this agreement unless otherwise specified in this agreement.

Full-time (not on Job Guarantee Roster)

Ad Builder/Pre-Press Technician

Kropf, Amanda	Aug 12, 1996	Aug 12, 1996
Gouthro, Denise	Nov 19, 1997	Nov 19, 1997
Fleming, Kelly	Aug 23, 2004	Aug 23, 2004

Part-time

Ad Builder/Pre-Press Technician

Hoyte, Tara	PT	July 7, 1997	July 7, 1997
Cabral, Jeffrey	PT	July 28, 2009	July 28, 2009
Hovius, Melissa	PT	April 20, 2015	April 20, 2015
Kelly Fleming	PT	August 23, 2004	Aug 23, 2004

APPENDIX D – EMPLOYER’S POLICIES (FOR INFORMATION ONLY)

The Employer has promulgated several policies over the years that apply to Record employees. These policies are not part of the collective agreement; however, reference is made to some of them in various sections of the collective agreement. The Employer has an obligation to continue these policies for the term of our agreement and failure to apply these policies may be grounds for a grievance.

It is understood that the terms and conditions of the collective agreement take precedence over any Company policy.

The following policies may be referred to in the collective agreement and are reproduced here for information purposes only.

SHORT TERM DISABILITY

The Waterloo Region Record’s Short Term Disability Policy is intended to provide financial security to employees who are unable to work due to illness or disability for a period of up to 26 weeks, where alternate income support is not otherwise available (i.e. WSIB).

For the purposes of this policy statement the following definitions apply:

- Eligible employee: a permanent full-time employee who has completed probation.
- Extended illness: a continuous period which exceeds four weeks (20 work days) to a maximum duration of 26 weeks (130 work days).
- Excessive Use: time off in excess of 10 days per year as a result of a number of incidents. The following conditions apply to STD:
 - Time off for short-term illness is normally at full pay.
 - In case of extended illness, full pay will be maintained for 26 weeks (130 work days).
 - Sick time which becomes excessive will be treated as a problem.
 - Employees with more than five days off per year will, at the company's discretion, be required to submit medical documentation acceptable to the company, for each additional sick leave incident, in order to qualify for continued pay.
 - At the company's discretion, those using in excess of 10 days per year must have their condition verified by the company's doctor in order to have continued pay.
 - Individuals who are able to return to work on an accommodated basis, will have their entitlement to sick leave extended to reflect the time worked.
 - Successive illnesses/disabilities due to the same condition will be treated as a continuation of the original absence if the successive absence occurs within a 60 calendar day period of the employee's return to work date.
 - Failure to comply with these conditions may result in loss of pay.
 - Probationary employees are allowed two paid sick days for each full month of employment.
 - Employees on extended sick leave continue to accrue vacation credits for up to 26 weeks following which there will be no further accrual until they return to work.
 - An employee on extended illness will not qualify for any merit pay, promotion or pay increase. Upon return from sick leave on a full-time basis, the employee's salary will be reinstated to its appropriate level. Any changes in the company's benefits package will apply to employees on short term disability.
 - Each year employees may carry forward the difference between 10 days and the number of sick days they have used. There is no limit to the number of days that may be accumulated which may be used to extend sick leave at full pay beyond 26 weeks, as per the LTD policy. A maximum of 90 of these accumulated days may be used to retire early at full salary or the cash equivalent may be rolled to an RRSP as a retiring allowance.
 - Employees who work beyond the month in which they turn 65 will cease to accumulate additional accumulated sick days.
 - The LTD plan takes effect in the 27th week.

LONG TERM DISABILITY

The Waterloo Region Record's Long Term Disability policy is intended to provide financial security to employees who are unable to work due to a non-work related illness or disability that exceed 26 weeks.

General:

LTD benefits are payable in arrears, following the qualifying period of 26 weeks continuous illness and the use of all vacation credits.

Amount of LTD benefit:

- Benefits will be paid at 100% of pre-disability salary for a period equal to the employee's accumulated sick days, after which payments will be made at 66 2/3% of the pre-disability salary.
- Benefits will be terminated on the earliest of: cessation of the disability, attainment of age 65 or death. The provisions described in this plan assume that the benefits will be taxable in the hands of the employees. Deductions for company benefits normally paid by the employee through payroll deductions will be paid by the company for the period of long term disability. Service shall be deemed to continue during the whole period that an employee is absent from work due to disease or injury.
- All normal company benefits will continue in force with the following exceptions:
- There shall be no accrual of sick leave during the period of disability.
- Employees are not eligible upon their return to work, for statutory holidays which occur during their absence from work.
- Vacation credits will not accrue while an employee is on L.T.D.
- Employees will not be eligible for salary increases until they return to work full-time.

Eligibility for coverage:

Those eligible for coverage are all employees who are designated as permanent full-time employees, other than an employee whose age is 65 less the qualifying period. An employee becomes eligible for coverage under the plan on the day following the completion of the three-month probationary period.

Eligibility for benefit:

In order to qualify for the long-term disability benefit confirmation is required that the employee is totally unable to work. The services of an independent agent will normally be contracted to do a claim investigation and comment on what action they would see as appropriate under the circumstances. This confirmation will be required to initiate benefit payments and will also be required on a periodic basis for the duration of the disability. The company reserves the right to have an approved agent examine, as often as may be reasonably required, an employee who is receiving this benefit.

Definition of total disability:

"Total disability" is defined as the complete inability of an employee due to injury, disease or mental disorder, to perform any and every gainful occupation for which he/she is reasonably fitted by education, training or experience. An employee shall no longer be

considered disabled if he/she engages in any gainful occupation except as provided in the Rehabilitation Provision.

Recurrent disability:

If an employee, having ceased to be totally disabled returns to full-time work and within six months again becomes totally disabled from the same or related cause, the qualifying period will not again be applicable. This would be considered as "one continuous period of disability". If a full-time employee, having ceased to be totally disabled, returns to work and again becomes totally disabled from a different cause or, if from the same cause, more than six months after cessation of the previous disability, the qualifying period will again be applicable.

Rehabilitation provisions:

To encourage disabled employees to return to work where possible, this plan has an added extension of benefits when the employee engages in rehabilitative employment.

Rehabilitative employment means any occupation or employment for wage or profit engaged in by the employee while meeting the definition of total disability.

Where, following a period of total disability, an employee engages in rehabilitative employment the amount of benefit will be equal to the benefit payable in accordance with the schedule reduced either:

- a) by 50% of the amount of compensation or income received by the employee as wage or profit from such rehabilitative employment, or,
- b) to the extent necessary so that the total income the employee is receiving from all sources will not exceed 100% of the wage or profit received by the employee from the employer immediately prior to the commencement of disability, whichever results in the lesser amount of benefit. The benefit will normally be payable for the period the employee is engaged in rehabilitative employment to a maximum of 24 months.

Depending upon the circumstances this benefit may be extended indefinitely.

Upon return to work on a full-time basis an employee's salary will be brought up to the current level for the job.

Integration of benefits:

Employees who qualify are expected to apply for any government assistance available. Disability benefits payable under this plan will be integrated with benefits an employee is eligible for under any other disability plan other than an individual insurance policy.

The benefits described in this plan will be reduced by the amount an employee is entitled

to apply for and receive with respect to the disability under any government plan. The amount deducted will not include any additional benefits payable for children or subsequent cost-of-living increases.

Limitations:

No benefits will be payable for any period of disability during which the employee is not under the care of a physician or surgeon legally licensed to practice medicine in the province of Ontario. In case of disability due to mental illness, the disabled employee must be under the continuing care of a specialist in psychiatry.

Benefits may not be payable for disabilities directly due to or resulting from any one or more of the following:

- a) Intentionally self-inflicted injury while sane or insane,
- b) War, insurrection or hostilities of any kind whether or not the employee was actually participating therein,
- c) Committing or attempting to commit a criminal offence.

Pre-existing conditions:

No benefits will be payable for disabilities directly or indirectly due to or resulting from an injury or disease with respect to which treatment has been received within 90 days prior to the date on which the employee became insured hereunder. This exclusion will not apply to a disability commencing more than 24 months after the disabled employee became insured.

Maternity benefits:

If an employee is unable to work because of illness due to pregnancy, sick leave benefits will be payable except:

- a) during any period of formal maternity leave taken by the employee pursuant to provincial or federal law or pursuant to mutual agreement between the employee and her employer, or
- b) during any period for which the employee is paid E.I. maternity benefits.

Termination of coverage:

An employee's coverage will terminate at the earliest time indicated below:

- a) Upon resignation.
- b) Upon ceasing to be eligible.
- c) Upon commencement of leave of absence to serve in the armed forces.

Pension:

Pension contributions to the company pension plan will continue to be made on behalf of the disabled employee based on the employee's salary prior to the period of disability. Should the period of disability extend to the employee's normal retirement date the amount of pension payable will be based on the employee's Final Average Earnings (FAE) prior to the period of disability.

DISCOUNTS & INCENTIVES

Employees may run private party classified ads, any day of the week and for any length of time, at one- half the regular rate.

The following classified ads may be run free of charge:

- Obituaries for parents, parents-in-law, step-parents, children, step-children, grandchildren, spouse, brothers, step-brothers, sisters, step-sisters, grandparents and step-grandparents, for one publication;
- Birth announcements for children and grandchildren;
- Family announcements (engagements, weddings, anniversaries, birthdays, awards, graduations, etc.) for employees, spouses, children, step-children and grandchildren. Either an engagement or wedding announcement but not both, may be inserted free. A picture may be included. Similarly, either an anniversary announcement or card of thanks, but not both, may be inserted free.

Other incentives/discounts

- One-time incentives/coupons will be accepted from advertisers, but must be provided to the ad sales rep for the client, who will forward to HR for distribution.
- The Waterloo Region Record will not participate in programs whereby working at the Waterloo Region Record entitles individuals to discounts to which they would otherwise not be entitled. Exceptions require the approval of the publisher.

ALTERNATIVE WORKING ARRANGEMENTS

Alternative work arrangements can be an effective way of helping employees bridge their personal and professional lives. The Waterloo Region Record will endeavor to meet the needs of those employees who wish to participate in Alternative work arrangement, which include flex time, reduced workweek and job-sharing.

Employees who elect alternative work arrangements will enjoy the same opportunities for future advancement as though they had continued on a full-time basis. In all cases, an individual's service will be preserved.

Requests will be considered on a first-come, first-serve basis and are strictly on a voluntary basis. Interested employees should register their request with their immediate supervisor.

Department managers will consider both the needs of the employee and the needs of the department in determining the feasibility and acceptability of requests. All decisions will be reviewed with the employee involved.

The effective date of alternative work arrangements shall be mutually agreed to by the employee and immediate supervisor, when they see that the plan is workable.

FLEX TIME

Flex time is a system for scheduling working hours within certain guidelines, and enables employees to adjust their working pattern to their own life-style while maintaining the requirements of good business practices in support of quality and customer satisfaction.

Flex-time arrangements are intended to allow individuals to customize their work schedule to meet personal needs. Individuals on flex-time arrangements are not eligible for overtime resulting from the flex-time arrangement.

Eligibility:

All full-time and regular part-time (except where the part-time schedule must meet a specific work volume) Record employees are eligible to request a flex-time arrangement. All requests, submitted in writing outlining the proposal of the flex-time schedule, will be considered. The flex-time proposal should include an explanation of how the proposed new schedule would accommodate the departments needs.

Because of the nature of the newspaper business, core hours may be required in some departments and will be established by the department manager if necessary. The requirements of the task to be performed determine the degree to which flexibility is or is not possible during a particular period.

Duration:

At any time, the employee or management may request a return to regular hours, following a minimum two-week written notice or a longer period as may be required and mutually agreed upon by employee and employer.

REDUCED WORKWEEK

A workweek may be reduced by a maximum 1/5 of the employee's regular workweek. The reduction can be accomplished in any manner that is acceptable to the employee's supervisor. For example, each workday may be shortened by 1/5, or a five-day week may be reduced to four, etc.

Eligibility:

All full-time Record employees are eligible to request a reduced workweek arrangement. All requests, submitted in writing outlining the proposal of your reduced workweek schedule, will be considered. The reduced workweek proposal should include an explanation of how the proposed new schedule would meet the department's needs.

Duration:

Any arrangement which exists for a total of twelve months will be reviewed at the end of the twelve months to determine whether to revert to full-time hours, whether the position should be reclassified to part-time, or whether an additional extension should be considered. If the manager agrees to extend the reduced workweek, such an extension may not exceed twelve months and the employee must cost-share the benefits with the company. No arrangement can go beyond a total of two years.

At any time, the employee or management may request a return to regular hours, following a minimum two-week written notice or a longer period as may be required and mutually agreed upon by employee and employer.

Individuals who have participated in a reduced workweek for the maximum of two years and wish to once again work a reduced workweek, must change their status to permanent part-time.

Compensation:

During the period of alternative work arrangements, employees shall be paid in proportion to their work schedule.

Vacation entitlement will not change, but pay for vacation will be pro-rated based on actual hours worked on a calendar year basis. Please note that a vacation week is equivalent to the reduced workweek.

Employees on a reduced workweek will be eligible for short term disability (STD) under the company STD policy. Payments will be made at the reduced income level. In the event the reduced workweek arrangement expires during the short term disability period, the sick pay benefit level will be increased to reflect the pre-reduced workweek earnings level.

Life Insurance, A.D. & D., Health and Dental benefits will be maintained.

Participation in the pension plan will be maintained. Contributions will reduce according to income level. Credited service will be based on actual hours worked. Earnings for the purpose of final average earnings (pension calculation) will be actual earnings.

Participation in the Employee Share Purchase Plan will be maintained. There will be no change in the actual amount of the loan repayment. The option to purchase shares will be restricted as outlined in the terms of the Plan.

JOB-SHARING

Job-sharers are two permanent employees who share the responsibilities and hours of one full-time position. Such employees will be classified as part-time for the duration of the job share. Job sharing becomes the responsibility of the employees to make the process work.

Eligibility:

All full-time Record employees are eligible to request a job sharing arrangement. The requests, should be submitted in writing to the employee's immediate supervisor and should outline the proposed job sharing schedule. They will be considered on a first-come, first-serve basis.

There is to be no increase or decrease to the complement of full-time equivalent positions as a result of any job sharing arrangement. Vacancies resulting from participation in a job-sharing arrangement will be filled by temporary employees.

The job-sharing proposal should include an explanation of how the proposed new schedule will meet the department's needs. It is imperative that the responsibilities and duties of the job-sharing partners be substantially the same, as should be their skills and abilities. There should be no need for substantial training of any employee requesting a job sharing arrangement.

Department managers are responsible for determining the feasibility and acceptability of requests. All decisions will be reviewed with the employee involved.

Duration:

At the end of the twelve months the job sharing partners and the company will be required to:

- affirm their commitment to job sharing on a regular basis, thereby allowing vacated position(s) to be filled on a permanent basis OR
- establish a termination date to the job sharing arrangement OR
- return to the respective job sharer's regular employment.

Once two employees have decided to stay on job sharing past the twelve-month period, their status will be changed to part-time and they can return to their previous full-time status only through successful application for a posted vacancy.

Compensation:

During the period of alternative work arrangements, employees shall be paid in proportion to their work schedule.

During the initial year of the job share, the employee will continue on the full-time vacation year, with entitlement adjusted to reflect their time worked. In the event the arrangement becomes permanent, the individuals will be transferred to the part-time vacation year schedule.

Sick Pay – Benefits: See Policy # 5.

For full-time employees participating in a job sharing arrangement, participation in the pension plan will be maintained. Part-time employees participating in a job sharing arrangement must meet eligibility requirements as outlined in Policy # 5.

Participation in the Employee Share Purchase Plan will be maintained according to the terms of the plan.

DEPENDENT/ELDER CARE

The Waterloo Region Record recognizes a need for a dependent/elder care policy as some of its employees are faced with the responsibility of caring for dependents or elder relatives. Dependents are defined as child, spouse, parent, step-parent or parent-in-law, any relative who lives with the employee or with whom the employee may live, or any relative who is wholly dependent on the employee. Dependent/elder care time may be used to assist with the care of dependents/elders due to hospitalization, illness or injury.

All full-time and regular part-time employees are entitled to participate in the dependent/elder care program.

Eligible employees may bank time for dependent/elder care by working hours outside of their regularly scheduled shift except where the part-time schedule must meet a specific work volume. This time must be prearranged with your supervisor and cannot exceed three days per year for full-time employees and one and one half work shifts per year for part-time employees. When considering requests for banking time, the needs of the department must be met and the supervisor will determine the feasibility and acceptability of the requests.

As this is a shared responsibility between the employee and the employer, the Waterloo Region Record will match banked time up to a maximum of three additional days per calendar year for full-time employees and one and one-half work shifts for regular part-time employees.

Once an employee has used the maximum number of days provided under this policy (which is three banked and three company matched days for full-time employees and

one and one half banked and company matched work shifts for regular part-time employees), any further time needed for dependent/elder care will have to be generated through flex time or other banked time.

Any time needed that equals one half day or less, must be arranged as flex time or other banked time e.g. If an employee is off for one day, the employee uses one half of their regular shift of banked time and the company matches one half of the regular shift as dependent/elder care time. For each absence (longer than one half day/shift) related to dependent/elder care, the hours absent shall be divided equally between the employee and the company, to a maximum of three days of company matched time for full-time employees and one and one half work shifts for regular part-time employees (in a calendar year).

LETTER OF AGREEMENT #1
Deleted

LETTER OF AGREEMENT #2

between

**The Waterloo Region Record,
A division of Metroland Media Group Ltd.**
(hereinafter known as “the Employer”)

and

UNIFOR LOCAL 87-M
(hereinafter known as “the Union”)

Re: Drug Plan Exclusions

This will confirm the clarifications reached between the parties with respect to the prescription drug plan referred to in Article 20 (c) of the collective agreement.

The plan covers prescription drugs which legally require a prescription, with the following exclusions:

1. Atomizers, appliances, prosthetic devices, colostomy supplies, first aid kits or equipment, electronic diagnostic monitoring or testing equipment, non-disposable insulin delivery devices, delivery of extension devices for inhaled medications, spring loaded devices used to hold lancets, alcohol, alcohol swabs, disinfectants, cotton, bandages or supplies and accessories for the above.
2. Oral vitamins, minerals, dietary supplements, infant formulas or injectible total parenteral nutrition solutions whether or not prescribed for a medical reason, except where Federal or Provincial law requires a prescription for their sale.
3. Diaphragms, condoms, contraceptive jellies/foams/sponges/suppositories, intrauterine devices, contraceptive implants or appliances normally used for contraception, whether or not prescribed for a medical reason.
4. Proprietary medicines which are registered under Division 10 of the Food and Drug Act, Canada, and bear a General Public (GP) number on their label.
5. Prescriptions, dispensed by a physician, clinic, dentist or in any non-accredited hospital pharmacy, or for treatment as an inpatient or outpatient in any hospital, including emergency status and investigational status drugs, unless otherwise approved by the benefit carrier.
6. All preventative immunization vaccines and toxoids.

7. All homeopathic preparations.
8. Items deemed cosmetic (even if a prescription is legally required)., e.g. topical minoxidil, sunscreens, etc.
9. Any medication which the insured is eligible to receive under a Provincial Drug Benefit Plan.
10. Nicotine resin containing products.
11. Supplies for recreation or sports whether or not medically necessary.

DATED AT Kitchener, THIS _____ DAY OF _____, 2016.

For Employer

For Union

LETTER OF AGREEMENT #3

Between

**The Waterloo Region Record,
A division of Metroland Media Group Ltd.**
(hereinafter known as “the Employer”)

and

UNIFOR LOCAL 87-M
(hereinafter known as “the Union”)

Re: Reprisals or Recrimination

The parties agree that there shall be no reprisals or recrimination against any persons for actions taken in connection with this set of negotiations.

DATED AT Kitchener, THIS _____ DAY OF _____, 2016.

(For the Employer)

(For the Union)

LETTER OF AGREEMENT #4

between

**The Waterloo Region Record,
A division of Metroland Media Group Ltd.**
(hereinafter known as “the Employer”)

and

UNIFOR LOCAL 87-M
(hereinafter known as “the Union”)

Re: Bargaining Committee

It is understood that in subsequent negotiations the Union will continue the practice of bargaining as a single union committee comprised of representatives from each of the four (4) bargaining units.

DATED AT Kitchener, THIS _____ DAY OF _____, 2016

(For the Employer)

(For the Union)

LETTER OF AGREEMENT #5

between

**The Waterloo Region Record,
A division of Metroland Media Group Ltd.**
(hereinafter known as “the Employer”)

and

UNIFOR LOCAL 87-M
(hereinafter known as “the Union”)

Re: Parking

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

DATED AT Kitchener, THIS _____ DAY OF _____, 2016.

(For the Employer)

(For the Union)

LETTER OF AGREEMENT #6

between

**The Waterloo Region Record,
A division of Metroland Media Group Ltd.**
(hereinafter known as “the Employer”)

and

UNIFOR LOCAL 87-M
(hereinafter known as “the Union”)

Re: Benefit Costs

In light of the Employer’s desire to contain benefit costs in the 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 Employer agrees to re-invest fifty percent (50%) of the savings into new and/or modified benefit provisions.

DATED AT Kitchener, THIS _____ DAY OF _____, 2016.

(For the Employer)

(For the Union)

LETTER OF AGREEMENT #7

between

**The Waterloo Region Record,
A division of Metroland Media Group Ltd.**
(hereinafter known as “the Employer”)

and

UNIFOR LOCAL 87-M
(hereinafter known as “the Union”)

Re: Ad Builder Temporary Assignment

Employees in the Ad Builders classification temporarily assigned for one (1) hour or more to a Layout Technician classification in the Advertising collective agreement shall maintain their place on the wage scale of the higher classification of the work being done. I.e. an Ad Builder at the top rate will be paid at the top rate of the Layout Technician classification. Where in the opinion of the Employer, two (2) or more employees have relatively equal skill and ability, the employee with the most seniority will be selected for the temporary assignment.

DATED AT Kitchener, THIS _____ DAY OF _____, 2016.

(For the Employer)

(For the Union)

LETTER OF AGREEMENT #8

between

**The Waterloo Region Record,
A division of Metroland Media Group Ltd.**
(hereinafter known as “the Employer”)

and

UNIFOR LOCAL 87-M
(hereinafter known as “the Union”)

**Re: Vacation Entitlement/Retirement Allowance for Employees Eligible for the
Deferred Compensation Arrangement**

New employees hired September 17, 2007 or after, will not have access to retiree benefits.

DATED AT Kitchener, THIS _____ DAY OF _____, 2016.

(For the Employer)

(For the Union)

LETTER OF INTENT #1

between

**The Waterloo Region Record,
A division of Metroland Media Group Ltd.**
(hereinafter known as “the Employer”)

and

UNIFOR LOCAL 87-M
(hereinafter known as “the Union”)

Re: Parking

Effective October 1, 2007, for the duration of the collective agreement, the Employer agrees to the Union proposal to allow full-time and part-time employees, working beyond 6:00 p.m., with access to free parking in the Waterloo Region Record employee parking lot (Scott Street entrance). This access is limited to after 5:30 p.m. and is subject to availability.

There is no guarantee of access to a free space, priority will be given to employees who require their vehicle for their job.

DATED AT Kitchener, THIS _____ DAY OF _____, 2016.

(For the Employer)

(For the Union)

THE WATERLOO REGION RECORD BENEFIT OVERVIEW

FT LIFE INSURANCE*	2 x Annual Salary	(Maximum \$70,000)
PT LIFE INSURANCE*	\$10,000	
A.D.& D.	1 x Annual Salary	(Maximum \$35,000)
DEPENDENT LIFE	\$5,000	(14 days after birth)
RETIREE LIFE	(see Article 20.h)	

*Members of the Production Bargaining Unit are insured for an additional \$5000 for which the employee pays the premium.

SUPPLEMENTAL HEALTH

- Prescription drugs - Pay direct drug card (\$25 annual deductible)
- Semiprivate hospitalization
- Purchase of braces, crutches or other prosthetic devices required as a result of an accident or disease which occurred or commenced while insured under this plan and when deemed medically necessary.
- Rental of wheelchair, hospital type bed or other equipment
- Hearing aids (\$300 in four consecutive years)
- Ambulance service
- Services of a registered nurse
- Clinical Psychology (\$500 per calendar year)
- Speech therapy (\$500 per calendar year)
- Physiotherapy
- Out-of-province emergency treatment
- Charges for treatment by the following practitioners (\$500 calendar year maximum): Osteopath Naturopath Christian Science
Practitioner Massage therapy Chiropractor Acupuncture
- Bi-annual Eye Examinations
- Vision care: \$275.00 per two (2) calendar years for prescription glasses or contact lenses.

CHARGES OVER AND ABOVE OHIP COVERAGE ARE NOT ELIGIBLE UNDER THE PLAN. IN SOME CASES A PHYSICIAN'S REFERRAL MAY BE REQUIRED FOR REIMBURSEMENT.

DENTAL BENEFITS

The following services are insured at 100% of the previous years' O.D.A. fee schedule, subject to a \$1,000 annual maximum and certain time limits:

Diagnostic	Preventative treatment	Minor restorative	Minor surgical
Periodontal	Endodontics	Major surgical	

The following services are insured at 50% of the previous years' O.D.A. fee schedule,

subject to a \$1,000 annual maximum and the least expensive, therapeutic equivalent treatment:

Removal partial or complete dentures | Crowns and inlays | Major restorative
Dental treatment required as a result of an accident may be covered at 100% up to \$2,500 per person under the supplementary health portion of the benefit coverage.
6-month checkups for members of the Production Bargaining Unit

THIS OVERVIEW IS PROVIDED FOR THE PURPOSE OF EXPLAINING THE PRINCIPAL FEATURES OF THE BENEFIT PLAN. ALL RIGHTS WITH REGARDS TO THE BENEFITS OF A MEMBER ARE OUTLINED IN THE GROUP POLICY ISSUED BY THE BENEFIT CARRIER.

Family Emergency Leave

Application & Conditions

1. The entitlement to a family emergency leave is restricted to requests regarding the family members listed in Article 23 (Bereavement Leave).
2. A family emergency leave must be a minimum of four (4) weeks and shall be no more than eight (8) weeks. An employee may make a special request for an extension of up to four (4) weeks.
3. An employee's request for an emergency leave will be granted at the Company's discretion and subject to the Company's operational needs. Limits may be placed, at the Company's discretion, on the number of employees in any one department able to take a family emergency leave during any period of time. Permission will not be unreasonably withheld.
4. The Company may require employees taking a family emergency leave to provide medical, or other reasonable, evidence of the need for such a leave.
5. An employee who has been advanced pay under Family Emergency Leave and who has not completed the repayment of that money before ceasing employment (for whatever reason) will still be required to repay the full amount owing to the Company. The employee will sign a direction and authorization to such effect upon the commencement, and as a condition, of such leave.

Protocol for Requesting and Granting Leave

6. Upon application in writing from the employee to the Department Head, a leave of absence to attend to a family emergency may be granted at the discretion of the Company for good and sufficient cause. The Department Head will respond to the employee's request within two (2) business days.
7. If a leave of absence is granted, prior to receiving any payment under paragraphs 8 or 9 below:
 - a. An employee must exhaust all available paid time off in the following order:
 - i. Unused vacation carried over from the prior year;
 - ii. "Banked" vacation accumulated; and,
 - iii. Overtime compensation that the employee requested as time off.
 - b. An employee may use vacation for the current year.

8. An employee who has exhausted all available paid time off as described under paragraph 7(a), and who requires additional time off, will apply for the compassionate care benefits available under Employment Insurance (EI). Where an employee is approved for EI compassionate care benefits:
 - i. The Company shall advance payment equal to sixty percent (60%) of base pay during the two (2) week EI waiting period;
 - ii. The Company will subsequently advance payment equal to the difference between the payments received from EI and sixty percent (60%) of the employee's base straight-time pay for a maximum of six (6) weeks, subject to continued government legislation and approval; and,
 - iii. Upon the employee's return to work, the employee's total compensation, including incentive pay, premium pay, commission, and merit pay, will be reduced by forty percent (40%) until the amounts advanced under (i) and (ii) have been fully repaid.

9. An employee who has exhausted all other available paid time off, as described in paragraph 7(a) and EI benefits under paragraph 8, (or who has not qualified to receive EI benefits), and who requires additional time off, may make special application to the Company for a partial salary advance on compassionate grounds. If approved, the employee will be advanced payment equal to sixty percent (60%) of the employee's base straight-time pay. Upon the employee's return to work, the employee's total compensation, including incentive pay, premium pay, commission, and merit pay, will be reduced by forty percent (40%) until the partial salary advance has been fully repaid.

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

Local History

Where It All Began

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, Local 87-M 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 1930s, 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 renowned 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 the Guild 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 1,300 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 strike breakers. 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 (SONG), 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, followed by organizing at a number of small Thomson-owned papers. After 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, 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 later 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.

Beginning 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 (now Freeman Audio-Visual) and Electronic Language Communications (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.

Despite the organizing efforts of locals like 87-M, 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 were consummated with the creation of a new union, Unifor, on Aug. 31, 2013. Unifor instantly became the largest private-sector union with more than 320,000 members in Canada and a formidable force for worker rights and social justice.

With the merger, CEP Local 87-M dropped its Southern Ontario Newsmedia Guild label and became simply Unifor Local 87-M. It now represents 2,500 workers in all aspects of the media in Ontario and 37 different workplaces. The Local and its members confront daily issues of media concentration, editorial integrity, contracting out, job security, pensions, the declining circulation of paid daily newspapers, and economic pressures in the graphical sector.

In June 2014, 87-M grew again when some 100 members of Ottawa-based Local 588-G – print graphical employees at Canadian Bank Note, B.A. International and the federal government's Treasury Board – voted to join the Local, increasing its unionized workplaces in eastern Ontario alone to 13.

And in 2015 we added our first online unit in Sun Media's Canoe website.

The Local has had, and continues to have, success in supporting its members on their critical 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-today basis.

Unifor Local 87-M continues to move forward as it reaches out to workers in journalism, advertising, IT, broadcasting, delivery, graphics, printing, web design, administration, finance, marketing, promotion, audio-visual, library, research, education and accounting.