

**COLLECTIVE AGREEMENT**

BETWEEN

THE BRANTFORD EXPOSITOR,  
A Division of Osprey Media LP

AND

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA LOCAL 87-M  
SOUTHERN ONTARIO NEWSMEDIA GUILD

Effective:

May 23, 2007 to November 30, 2009 - *Advertising*

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## **MEMORANDUM OF AGREEMENT**

Made May 23, 2007 between The Brantford Expositor, a Division of Osprey Media LP, hereinafter known as the Employer and Communications, Energy and Paperworkers Union of Canada Local 87-M, Southern Ontario Newsmedia Guild, hereinafter known as the Union, for itself and on behalf of the employees of the Employer described in Article 1.

### **ARTICLE 1 - RECOGNITION AND COVERAGE**

1.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in its Advertising Department (including the Customer Service Department), save and except the Advertising Manager, the Retail Sales Manager, the Classified Sales Manager, the Classified Phone Room Supervisor, the Retail Sales Supervisor, the Advertising Manager's Secretary and, in the Customer Service Department, supervisors and persons above the rank of supervisor, and temporary employees employed for special projects or to cover for sickness, vacations, and leaves of absence up to a maximum of six (6) months. Notwithstanding the above, a temporary employee may also be used to replace an employee on maternity or parental leave for the duration of the leave, without being covered by this collective agreement.

For purposes of clarity, the position of Outside Sales Supervisor is included in the bargaining unit described above.

### **ARTICLE II - MANAGEMENT RIGHTS**

2.01 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency.
- (b) Hire, discharge, classify, direct, transfer, lay off, promote and discipline for cause subject to the grievance and other rights as herein provided by this Agreement.
- (c) Make and alter from time to time rules and regulations to be observed by the employees, provided they are not inconsistent with the provisions of this Agreement, and generally to manage the enterprise in which the Employer is engaged, and to determine the methods and equipment to be used.

### **ARTICLE II (A) - PERSONNEL FILE**

2A.01 An employee shall have the right to review personnel, performance and any other files related to the employee which are kept by the Employer.

Upon request, employees shall be provided with copies of material they have the right to review under the above paragraph.

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.

Derogatory material shall be brought to the attention of an employee before being entered into the Employer's records.

Copies of formal discipline shall be removed from the employees personnel file after thirty-six (36) months from date of issue, provided that there has been no discipline issued during the thirty-six (36) month period.

2A.02 When the conduct or efficiency of an employee reaches the stage where a written expression of dissatisfaction is necessary, the Employer shall so advise the Union and the employee concerned. Such notice shall be in writing and the employee shall be furnished with pertinent details of any such complaint. If this procedure is not followed, such expression of dissatisfaction shall not become part of the employee's record and shall not be used against the employee at any time. Any replies to such notices shall also become part of the employee's record.

### **ARTICLE III - HIRING**

3.01 The Employer shall post on the main bulletin board and on the bulletin boards in each of the departments where employees are represented by the Union, for a period of at least seven (7) working days, notice of openings for employment within the bargaining unit. The notice shall indicate the job classification and general duties of the position. A copy of such notice shall be forwarded to the Union. The Employer agrees to consider candidates recommended by the Union.

3.02 The Employer shall continue its policy of promotion from within, whenever suitable candidates are available. Where two or more applicants for a bargaining unit position meet the criteria for the job and have relatively equal skill and ability the employee with the most seniority will be awarded the job.

### **ARTICLE IV - GRIEVANCE PROCEDURE**

4.01 The Union shall designate a committee of its own choice but not comprising more than two (2) employees [excluding the grievor] to take up with the Employer or his authorized agent or agents any grievance arising under the provisions of this Agreement.

#### 4.02 Definitions

"Grievance" means any difference between the parties bound by the collective agreement arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

"Days" means calendar days, excluding Saturdays, Sundays and Statutory Holidays.

4.03 Step 1: Grievances shall be submitted first to the departmental supervisor, who shall be given an opportunity to adjust any grievances within ten (10) days after it has been initiated with him/her. A matter need not be accepted as a grievance if submitted more than fifteen (15) days after the occurrence of the circumstances giving rise to it.

Step 2: If there is no settlement of the grievance at the departmental level, the matter may be submitted to the Publisher or his/her authorized representative within fifteen (15) days after receiving the supervisor's decision. The Publisher shall reply to the grievance within ten (10) days after it has been initiated with him/her.

4.04 Failing settlement under the foregoing procedure, any grievance may be submitted to arbitration as hereinafter provided.

If no written request for arbitration is received within twenty (20) days after the decision of the Publisher is received, it shall be deemed to have been settled.

4.05 Grievance procedure shall be conducted on Employer time but in a manner which will not unduly disrupt the operations of the Employer.

4.06 Any differences arising directly between the Employer and the Union may be submitted in writing by either party at Step 2 of the above procedure and the time limits provided under the applicable provisions of the grievance procedure shall appropriately apply to both parties.

4.07 It is understood that, if necessary, the time limits contained herein may be extended by mutual consent to assist in reaching a settlement.

4.08 All agreements reached under the grievance procedure between representatives of the Employer and the Union will be final and binding upon the Employer, the Union and the employee or employees concerned.

4.09 This Article shall not preclude an employee from processing a grievance directly with his/her departmental supervisor, but any settlement reached thereby shall not violate provisions of this Agreement. The Union shall forthwith be advised in writing of all such settlements, copy to the Union's Toronto office. Notwithstanding the foregoing, the Union reserves the right to take up any such grievance at any stage of the grievance procedure.

4.10 Grievances shall be submitted in writing in advance of any meeting if requested by either party.

## **ARTICLE V - ARBITRATION**

5.01 When either party requests that any matter be submitted to arbitration as hereinafter provided, it shall make such request in writing addressed to the other party to this Agreement. Grievances shall be submitted to a single arbitrator, unless one of the parties requests in writing that it be heard by an arbitration board of three members, in which case the other party shall comply. A request for an arbitration board shall be made no later than ten (10) days after the original request for arbitration.

### **5.02 Single Arbitrator**

The parties shall attempt to agree on an arbitrator. If the parties cannot agree, the arbitrator shall be appointed by the Ontario Minister of Labour.

### Arbitration Board

The party requesting an arbitration board shall name its appointee to the arbitration board in its written request for an arbitration board. The other party shall advise the first party of the name of its appointee within five (5) days of receipt of the request. The two appointees shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the two (2) appointees fail to agree upon a Chairperson within that time limit, the appointment shall be made by the Ontario Minister of Labour upon the request of either party.

5.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

5.04 No matter may be submitted to arbitration which has not been properly carried through the required steps of the grievance procedure.

5.05 The single arbitrator or arbitration board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

5.06 The arbitration proceedings will be expedited by the parties hereto, and the decisions of the single arbitrator, or the majority in the case of an arbitration board, will be final and binding upon the parties hereto and the employee or employees concerned.

5.07 Each of the parties hereto will bear the expenses of the appointee representing it, and the parties will jointly bear the expenses of the single arbitrator or Chairperson of the arbitration board and other jointly incurred expenses of the arbitration board, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

5.08 Where a time limit is established in this Article, such time limit shall be deemed to be exclusive of Saturdays, Sundays and Statutory Holidays. It is understood that, if necessary, these time limits may be extended by mutual consent to assist in reaching an amicable settlement.

### **ARTICLE VI - SECURITY**

6.01(a) There shall be no discipline or discharge except for just cause.

Just cause shall include a continuing deterioration in sales in the area for which an employee is responsible. Just cause shall not include factors outside the employee's control which adversely affect sales in their area.

In the event that an employee is disciplined, other than verbal warnings or reprimands, the employee shall be notified in writing as soon as possible and a copy shall be sent to the Union at the same time.

6.01(b) The Employer may dismiss a probationary employee (less than three (3) months service) for any reason, provided such dismissal is not otherwise arbitrary, discriminatory or in bad faith.

6.02 A claim by an employee that he or she has been disciplined or discharged in violation of this Agreement shall be treated as a grievance if a written statement of such grievance is lodged with the Publisher or his/her representative within ten (10) working days after the employee is disciplined or ceases to work for the Employer. Step 1 of the grievance procedure will be omitted in any such cases.

6.03 There shall be no dismissals as a result of putting this Agreement into effect.

6.04 Every person has a right to equal treatment with respect to employment without discrimination because of age, sex, race, colour, ancestry, place of origin, ethnic origin, citizenship, creed, marital status, family status, sexual orientation, handicap, or record of offenses, as defined and interpreted under the Ontario Human Rights Code, nor because of political beliefs or lawful Union activity. The Employer and the Union recognize the right of all employees to work in an environment free from sexual and other types of harassment.

6.05 Not less than two (2) weeks notice shall be given to an employee and to the Union upon being released from employment by the Employer, except in the case of dismissal for gross misconduct, in which case no notice need be given.

6.06 Whenever the Employer decides that it is necessary to reduce staff, employees will be laid off within each classification in each department on the basis of reverse order of their total length of service with the Employer since last hired, provided the capabilities of employees concerned are relatively equal and provided those remaining are qualified to perform the work required. An employee in a classification to be reduced may elect to transfer within the employee's department to a lower classification or another classification in the same wage group provided that s/he is qualified for the work required, and provided that their total service with the Employer exceeds that of another employee in the other classification who will then become the employee to be laid off.

For this purpose, the departments are Editorial, Reader Sales and Service and Advertising.

Before any such action is taken, the Employer shall notify the Union in writing at least 30 days in advance of any lay-off to reduce the force specifying the number of employees to be affected and their classifications and the reason why the Employer finds it necessary.

There shall be no lay-off within 30 days after the notice has been given. During those 30 days, the Employer shall accept voluntary resignations from employees in classifications as specified. For each voluntary resignation the number to be laid off in that classification will be reduced by one (1). Those accepting voluntary resignation shall be entitled to severance pay as provided in Article VI-A.

Employees who completed three (3) months' service at the date of lay-off will be recalled to work in the reverse order from that in which they had been laid off, provided that they are qualified for the work required, and provided further that such recall takes place within 12 months of the date of lay-off for employees with less than 5 years of service and 24 months for employees with more than five years of service.

Upon being so recalled, an employee shall within seven (7) days notify the Employer in writing of their intention to return to work and within an additional seven (7) days report for work. The Employer agrees to advise an employee of such recall in writing via registered mail to his last known address, with a copy of the notice to the Union, copy to the Union's Toronto office.

6.07 Any employee who refuses a position in the classification from which s/he was laid off automatically terminates their claim to further employment by the Employer, except in the case of a temporary position or a position requiring a significantly different number of hours of work than the position the employee worked in prior to their layoff.

6.08 No employee who has completed his/her probationary period within three (3) months after the date of signing this Agreement shall be laid off as a result of the introduction of new or modified equipment or processes, or when a new system of production is introduced. The Employer will provide retraining in these circumstances and such retraining will be at the time and expense of the Employer.

The Employer will give the Union 30 days notice of the installation of new or modified equipment or processes or when a new system of production is introduced, when such introduction would:

- i) result in the reduction of staff (other than employees probationary at the time the notice was given), or
- ii) involve the retraining of an employee, or
- iii) create a new job classification.

There will be no reduction in salary for those dislocated by the introduction of new or modified equipment or processes. An employee so dislocated will also receive any future wage increases accruing to the classification from which he was dislocated, provided the employee is willing to undertake such training as the Employer requires and provides.

When a new system of production is introduced, Union members actively at work who do not wish to retrain or are unable to retrain will be able to sever their employment with The Expositor, such severance to be accompanied by payment in accordance with the terms set out in Article VI-A of this Agreement. The severance option may be exercised by the employee when either the employee need not be replaced; or an employee is approached for retraining and does not wish to retrain; or an employee becomes unable to retrain or fails to complete his/her retraining to a normal level of competence; or an employee becomes redundant.



The Employer will notify the Union of any new job classifications that are proposed to be created as a result of the introduction of new or modified equipment or processes, or when a new system of production is introduced, and will negotiate the appropriate rate for any such new classifications within 30 days. If agreement on rates is not reached within 30 days the matter will be subject to the normal grievance procedure. The 30 day limit may be extended by mutual consent of the Employer and the Union.

6.09 The Employer shall not establish unreasonable standards of speed or accuracy for such new or modified equipment or processes, or when a new system of production is introduced.

6.10 The Union reserves to its members the right to refuse to deal with material received from or destined to an unfair employer, or from or for an office, shop or factory where a legal strike or lockout is in effect and has been sanctioned by the Union. The Union will give the Employer twelve (12) hours notice of its intention of invoking the struck work clause of this Agreement.

6.11 An employee shall lose all seniority rights and employment in the event that:

- (a) the employee quits
- (b) the employee is discharged for just cause; and such discharge is not reversed through the grievance or arbitration procedure
- (c) the employee has been laid off for a period exceeding the applicable recall period.
- (d) the employee fails to report for work within fourteen (14) days after notification of recall to work following layoff.
- (e) the employee fails to report for work after an authorized leave of absence without providing a reasonable explanation satisfactory to the employer.
- (f) the employee has been absent without permission or proper notification for three working days and has not provided a reasonable explanation satisfactory to the employer.
- (g) the employee retires.

#### **ARTICLE VI-A - SEVERANCE PAY**

Upon termination of employment, except for retirement, resignation, death, or in the case of consistent negligence in the performing of assigned duties, or gross misconduct, or self-provoked dismissal for the purpose of collecting severance pay, or termination of employment for failure to maintain membership in the Union in good standing, an employee shall receive severance pay at the rate of one (1) week's salary for each six (6) months' of service with the Employer, or major fraction thereof, to a maximum of thirty-eight (38) weeks' salary.

#### **ARTICLE VII - HOURS OF WORK AND OVERTIME**

7.01 The standard work week shall be five (5) days of seven and one-half (7 1/2) hours falling within eight and one-half (8 1/2) hours.

7.02 The Employer shall compensate for all authorized overtime work at the rate of time and one-half in cash, except that overtime in excess of four (4) hours on any one (1) day (excluding sixth or seventh shifts) shall be compensated for by the Employer at the rate of double time in cash. Overtime shall be defined as work authorized and performed after seven and one-half (7 1/2) scheduled hours per day. Overtime shall apply to work authorized and performed following an employee being called in to work before his regular work day or being called in to work after his regular work day, regardless of the hours worked during such day. Outside sales employees will be exempt from this provision.

7.03 The regular starting times of the Advertising Department employees shall be between 7:00 a.m. and 9:30 a.m., except for part-time employees, Copy Desk Clerk and customer service department employees. Exceptions to the normal work schedule shall be posted by noon of the Wednesday preceding the work week for which it applies. Scheduled starting times may be changed by up to three hours if notice of the change is given by noon of the previous day.

In cases of emergency, the Employer may delay scheduled starting times by up to three (3) hours provided two (2) hours' notice of the change is given to the employee. Employees hired after March 17, 1987 (except customer service department employees) may be required to start their shifts between 7:00 a.m. and 12:30 p.m. as a condition of their employment.

7.04 An employee required to work on their day off shall be paid at the rate of time and one-half for all time worked with a minimum of four (4) hours at the overtime rate.

7.05 Employees shall have the option of taking their compensation for overtime or work on a day off in time off equivalent to the pay they are entitled to. Such time off will be taken by mutual consent within 60 days of the employee choosing time off.

7.06 Overtime information will be available to the Union on request.

7.07 Any employee who works a scheduled shift, a part of which falls between 6:00 p.m. and 6:00 a.m., shall receive an evening premium of \$2.25 per hour for each hour worked beyond 6:00 p.m., in addition to his/her regular salary. Any portion of an hour is to be considered a full hour worked for the purposes of this Article.

#### **ARTICLE VIII - HOLIDAYS**

8.01 The Employer agrees to observe the following holidays without loss of regular pay to the employees, provided they occur or are officially observed on a regular scheduled working day of the employee. New Year's Day, Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day (or days celebrated as such), plus any other statutory holiday proclaimed by the Government of Ontario.

8.02 In order to qualify for holiday pay, the employee must work the regular working day both immediately preceding and immediately following the holiday concerned, except where the employee is receiving Workers' Compensation or is absent due to certified illness (in which case the employee will not receive more than their regular day's pay as between Workers' Compensation or Sick Benefit and the application of this article) and any other reason satisfactory to the Employer.

8.03 In a week which includes a statutory holiday, employees will receive five (5) days' pay for four (4) days' work (except for any employee who regularly works a six (6) day week, who receives six (6) days' pay for five (5) days worked).

If the holiday falls on an employee's day off, s/he shall be given a day off with pay within 60 days, or a day's pay in lieu. An employee working on a statutory holiday shall be paid time and one-half (1 ½x) for all hours worked, in addition to the regular pay for the statutory holiday. It is understood this is full payment for the holiday and the employee is not entitled to a day in lieu. Overtime worked on a statutory holiday shall be paid at double time (2x) for all overtime hours worked.

An employee shall receive compensation for statutory holiday work in either cash or equivalent time off, at the employee's option. Days off are to be taken at a time mutually agreed between the employee and the Employer.

8.04 Each employee shall receive an accumulated total of fifteen (15) hours per year with pay to be taken at a mutually agreeable time or times. It is agreed such fifteen (15) hours may be split.

New employees with less than one (1) year's service will be given time off on the basis of four (4) hours for each three (3) months' service, with the total time off not to exceed fifteen (15) hours per year. Employees terminating during the year will be given time off, or payment thereof, on the same pro-rated basis. These hours are to be taken during the calendar year to which they apply.

8.05 Work on a statutory holiday shall be offered to employees within each classification in rotation on the basis of highest seniority. Should no one wish to work the statutory holiday, the Employer shall assign the holiday work in rotation on the basis of lowest seniority.

## **ARTICLE IX - VACATIONS**

9.01 Employees shall receive an annual vacation with pay on the following basis:

Length of continuous service as of December 31st:

One (1) year	Two (2) weeks
Three (3) years	Three (3) weeks
Eight (8) years	Four (4) weeks
fourteen (14) years	Five (5) weeks
twenty-five (25) years	Six (6) weeks

Employees with less than one (1) year of continuous service shall receive one (1) day of vacation with pay per month of service up to a maximum of ten (10) days (the month of hiring shall be considered a month of service if the employee was hired on or before the fifteenth day).

9.02 Vacation schedules shall be arranged and posted by March 31 in each year. In the event of a conflict over vacation dates, seniority shall govern. The Employer recognizes a vacation period of May 15 to September 30, and, if possible, all one (1) or two (2) week vacations will be granted within this period. Employees shall provide the Employer with preferred vacation dates by March 20 in each year. Employees who fail to select vacation dates by March 20 may lose the privilege of selection to which their seniority entitles them. Vacations are to be taken during the calendar year in which the employee qualifies for them, except as permitted by mutual consent of the Employer, the employee, and the Union. The third, fourth, fifth and sixth weeks of vacation are to be taken so as not to interfere in any way with the regular vacation period, and with the mutual consent of all concerned. An employee whose service will qualify him for an increased vacation in any calendar year shall receive the additional vacation in the calendar year. Entitlement to the full vacation payment is conditional on employment continuing to the end of the year. If employment is ended before the end of the year, vacation payment will be adjusted accordingly with the value of any unearned vacation already taken being deducted. Accrued vacation pay is based on straight time earnings from January 1st of each calendar year. In case of death, the employee's estate shall receive the accrued vacation pay.

9.03 An employee whose vacation period includes a holiday, (as covered in Article 8.01) shall receive an additional day on a date mutually agreed on by such employee and the Employer. If requested by the employee, the Employer will add such day or days to the employee's vacation period, whenever possible and feasible.

9.04 Vacation pay shall be on the basis of the employee's regular straight-time salary in the category in which the employee normally works.

9.05 When the employee has unpaid absence in excess of 30 days in any calendar year, vacation pay for each week of vacation shall be calculated on the basis of two per cent (2%) of the employee's straight time earnings. Adjustments in such cases may be made in the vacation pay. Absence due to sickness for a period up to twenty-six (26) weeks in any calendar year will not be considered unpaid absence. Authorized absence due to family emergencies, or educational leave, will not be considered unpaid absence for the purpose of this section.

## **ARTICLE X - SICK LEAVE**

10.01 Past practice in sick leave compensation shall be maintained with the Employer reserving the right to ensure that sick leave claims are valid. The Employer also reserves the right, after consultation with officers of the Union, to have a doctor of the Employer's choice assess the employee's condition and provide a written report verifying the continuing disability as a condition of the employee receiving sick leave pay. If the Employer brings forward evidence of abuse of the sick leave plan the Union agrees to meet with the Employer and to cooperate in dealing fairly with such abuse.

10.02 New employees shall qualify for sick leave pay after three (3) months' service for a maximum of thirteen (13) weeks (fifteen (15) weeks as of November 13, 1995) in any one (1) calendar year. For each additional two (2) months of service, the employee will qualify for one (1) additional week of sick leave pay up to a maximum period of twenty-six (26) weeks related to a continuing illness. A continuous absence for the same illness shall be limited to twenty-six (26) weeks total and not limited to one (1) calendar year.

10.03 The Employer's long-term disability plan shall continue during the life of this agreement.

#### **ARTICLE XI - LEAVES OF ABSENCE**

11.01 Leave of absence without pay may be granted at the discretion of the Employer provided that the Employer shall give due consideration to the reason for the requested absence and whether the requested absence would unreasonably interfere with the efficient operation of the business. The employee shall not engage in other employment during such leave of absence without the consent of the Employer with the exception of labour movement work. A refusal to grant a requested leave of absence shall be subject to appeal under the grievance procedure as to whether the discretion was exercised in the manner required.

11.02 Leaves of absence upon request, without pay, shall be granted to delegates to conventions of the Union to no more than two (2) employees of the Advertising Department (no more than one (1) from each of retail and classified) at any one time, on three (3) weeks' notice, and for no more than a total of two (2) weeks in any one (1) year.

Leaves of absence upon request, without pay, for purposes of participating in other meetings relating to the business of the Union for not more than two (2) weeks in any one (1) year will be granted provided such absence would not unreasonably interfere with the efficient operation of the Advertising Department and the Employer's business.

If such leaves interfere with the vacation schedule in the number of employees absent, employees on leave on Union business shall have priority over employees with vacation seniority.

11.03 Bereavement Leave: In the event of a death in the immediate family of an employee, the employee will be granted a leave of absence of three (3) consecutive days, including the day of the funeral, and the employee will be paid at their regular straight-time hourly rate for the number of hours they would otherwise have worked on such days of absence. For the purpose of this provision, immediate family shall be limited to the employee's spouse, common-law spouse, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law.

In the event of the death of the employee's brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grandchild or any relative residing in the employee's home, or with whom the employee resides, the employee will be granted a leave of absence for the day of the funeral and will be paid at his regular straight-time hourly rate for the number of hours s/he would otherwise have worked on that day. At the discretion of the Employer, bereavement leave may be granted in special circumstances not covered by this Agreement or additional bereavement leave of one (1) or two (2) days may be granted to employees who would otherwise be entitled to one (1) day of bereavement leave.

11.04 An employee's duties or working conditions will not be altered without her consent on account of pregnancy. Maternity leave of absence without pay of up to six (6) months in respect of the birth of an employee's child shall be granted upon request.

An employee on maternity leave will continue to participate in the benefit plans that she is enrolled in by continuing to pay her share of the premiums. An employee can earn pension plan service credits while on maternity leave by continuing to make monthly contributions based on her regular rate of pay. An employee's vacation entitlement shall not be reduced as a result of being on maternity leave.

Male employees shall be allowed one (1) working day off without loss of pay on either the day of birth of their child or the day their child arrives home.

11.05 Such leaves of absence shall not constitute breaks in continuity of service.

11.06 Jury Duty: The Employer will pay an employee who is required for jury service, or is subpoenaed as a witness, for each day of service on their regular working days, the difference between their regular straight-time hourly rate for the number of hours s/he normally works on their regular shift and the payment received for jury service. The employee will present proof of jury service and the amount of jury pay. When an employee is excused from jury service for one-half (1/2) day or more, they must return to work and complete their regular shift. Where an employee works on such a day, they shall be paid their regular hourly rate for hours worked, plus the payment they receive for jury service, but in no event less than their regular straight-time hourly rate for the number of hours they normally work on their regular shift.

## ARTICLE XII - MINIMUM SALARIES AND SALARY CONDITIONS

12.01 The following weekly minimum salaries shall be effective on ratification (reflecting a 2.25 % increase), December 1, 2007 (reflecting a 2 % increase), and December 1, 2008 (reflecting a 2 % increase) respectively.

Retroactive pay of 2.25 % will be paid to all employees covered by this collective agreement upon ratification, for all hours worked since December 1, 2006.

### Group 1: Creative Artist

	<b>On Ratif.</b>	<b>Dec. 1, 2007</b>	<b>Dec. 1, 2008</b>
Start	555.36	566.47	577.80
6 months	601.87	613.91	626.19
1 year	649.67	662.66	675.91
1 ½ years	700.42	714.43	728.72
2 years	755.53	770.64	786.05
2 ½ years	813.22	829.49	846.08
3 years	871.78	889.22	907.00
3 ½ years	929.79	948.39	967.36
4 years	985.08	1004.78	1024.88

### Group 2:Customer Service Representative

	<b>On Ratif.</b>	<b>Dec. 1, 2007</b>	<b>Dec. 1, 2008</b>
Start	574.78	586.28	598.01
6 months	593.77	605.65	617.75
1 year	619.06	631.44	644.07
1 ½ years	638.08	650.84	663.86
2 years	667.83	681.19	694.81

### Group 3:Copy Desk Clerk

	<b>On Ratif.</b>	<b>Dec. 1, 2007</b>	<b>Dec. 1, 2008</b>
Start	565.49	576.80	588.34
6 months	606.36	618.49	630.86
1 year	647.37	660.32	673.53
1 ½ years	688.39	702.16	716.20
2 years	729.70	744.29	759.18

### Group 4:Classified Advisor

	<b>On Ratif.</b>	<b>Dec. 1, 2007</b>	<b>Dec. 1, 2008</b>
Start	605.90	618.02	630.38
6 months	624.14	636.62	649.35
1 year	648.07	661.03	674.25
1 ½ years	688.04	701.80	715.84
2 years	700.70	714.71	729.00

When the Employer temporarily assigns a Classified Advisor to the position of Classified Supervisor or Assistant Classified Supervisor for the major portion of a shift, he/she will be paid \$8.00 for that shift, in addition to his/her regular rate. When such an assignment is made for the minor portion of a shift \$6.00 will be paid.

The Assistant Classified Phone Room Supervisor shall be paid \$50.00 per week in addition to the two-year Classified Advisor rate.

Group 5: Advertising Clerk, Data Entry Clerk

	<b>On Ratif.</b>	<b>Dec. 1, 2007</b>	<b>Dec. 1, 2008</b>
Start	469.08	478.46	488.03
6 months	485.60	495.31	505.22
1 year	518.57	528.94	539.52
1 ½ years	543.27	554.14	565.22
2 years	576.23	587.75	599.51

When the Employer temporarily assigns an Advertising Clerk to the position of Copy Desk Clerk for the major portion of a shift, he/she will be paid \$12.00 for that shift, in addition to his/her regular rate. When such an assignment is made for the minor portion of a shift \$6.00 will be paid.

Group 6: Courier

	<b>On Ratif.</b>	<b>Dec. 1, 2007</b>	<b>Dec. 1, 2008</b>
Start	405.11	413.21	421.47
6 months	420.40	428.81	437.39
1 year	443.37	452.24	461.28
1 ½ years	466.31	475.64	485.15
2 years	496.86	506.80	516.94

Group 7: Small Business Sales Representative

<b>On Ratif.</b>	<b>Dec. 1, 2007</b>	<b>Dec. 1, 2008</b>
345.53*	352.44*	359.49*

Group 8: Inside Telephone Sales Representative

<b>On Ratif.</b>	<b>Dec. 1, 2007</b>	<b>Dec. 1, 2008</b>
9.58 per hour*	9.77 per hour*	9.97 per hour*

\*plus commission

12.02 Classification and experience rating of new employees shall be established by mutual agreement between the Employer and the Union. In the application of the foregoing schedules of minimums, experience shall include employment in comparable daily newspaper work. In the application of this clause covering experience rating of new employees, it is understood that if requested, experience rating of new employees will be established prior to hiring. It is also understood that experience greater than that required for the position open need not be recognized except to the maximum of the classification to which the position applies.



In the application of this clause covering experience rating of new employees it is understood that the Employer will supply the Union with the rate, classification, experience rating and reason for the experience rating for new employees.

12.03 In the event that the Employer creates a new bargaining unit job classification, the Union and the Employer agree to negotiate the minimum salaries for the new job classification. Where agreement cannot be reached the issue of the minimum salaries shall be referred to the grievance and arbitration procedure for resolution.

12.04 There shall be no reduction in salaries except by mutual agreement. This does not apply to merit pay.

12.05 Commission Plan - Outside Salespersons

(A) All outside salespersons will be covered by a 100 % commission plan as outlined in Addendum A of this agreement. Commissions will be paid monthly.

### **ARTICLE XIII - EXPENSES AND EQUIPMENT**

13.01 The Employer agrees to pay all authorized expenses of any employee incurred in the discharge of his duties in accordance with past established practice. Such claims must be accompanied by receipts.

13.02 As a condition of employment, the Employer will require all employees (except the courier) whose normal duties include work outside the office to supply a reliable vehicle to be used in the discharge of the employee's duties.

The Employer will provide for Retail Sales Representatives and Small Business Sales Representatives either free parking on The Expositor employees parking lot or pay \$15 per month parking costs and will reimburse parking costs incurred in the service of the Employer while away from Employer premises.

13.03 Vehicle Insurance: Employees who are required to supply a personal vehicle for Employer business must satisfy the Employer that they have adequate insurance for use of the automobile for business purposes (minimum \$1,000,000 Public Liability and Property Damage coverage required). The Employer agrees to pay the cost of the difference between the private use and business use insurance coverage, to a maximum of \$210.00 per year (\$220.00 per year effective January 1, 2005).

When an employee renews his insurance he shall provide the Employer with written proof of coverage and cost, at which time he will be reimbursed up to the entitled maximum in a lump sum payment. At the beginning of each calendar year the Employer and the Union will assess quotations from the employees' insurance companies (and other companies if needed to provide five (5) quotations) to establish whether an adjustment in this payment is required. This would be based on an average of the quotations.

#### **ARTICLE XIV - EMPLOYEE BENEFITS**

14.01 The Employer agrees to pay the full cost of basic group life insurance for present subscribers who are on the active payroll and new employees on the active payroll after three (3) months' service in the amount of one (1) times annual salary rounded up to the nearest thousand dollars.

It is understood that the amount of insurance for all subscribers shall be \$6,000 on and after the date on which an employee retires, or the first day of the insurance year which is nearest the date on which such employee attains his 70th birthday, whichever date shall be earlier. This provision applies to members who were in the Extended Group Life Insurance Plan, \$3,350 for all other employees who were not members of the Extended Group Life Insurance Plan.

14.02 The Employer agrees to pay the full premium for a "no deductible" Manulife Financial Extended Health Benefit Plan which shall include semi-private hospitalization during the life of this Agreement. The Employer agrees to pay 60% of the premium for the dental plan which shall provide 100% co-insurance.

14.03 In respect of the coverage provided under 14.02 and 14.03, an employee shall have the right to choose the Employer coverage for the spouse and family. An employee shall not be entitled to coverage which the employee is receiving elsewhere.

14.04 Employees shall be covered by the Manulife Financial Vision Care Plan, providing a maximum of \$220.00 for frames and lenses, or \$220.00 for contact lenses, every two (2) years for each member of the family. (Increasing to a maximum of \$240.00 for frames and lenses or \$240.00 for contact lenses every two (2) years, effective January 1, 2009.) Premiums shall be paid by the Employer.

#### **ARTICLE XV - HEALTH AND SAFETY**

15.01 The Employer recognizes the need for breaks away from VDTs and will allow for them. It is expected that employees will exercise responsible judgment in taking breaks, as is the present practice.

15.02 The Employer shall make every reasonable effort to supply employees with adjustable chairs, desks and tables for use with VDTs.

15.03 A pregnant employee shall have the right to transfer to non-VDT work during the term of her pregnancy providing there is a staff vacancy at the time, and she is qualified to fill the position, and will continue to receive the regular rate of pay in her classification. If no alternate work exists for which the employee is suitable, she shall be given the option of maternity leave. During the term of such leave the Employer and the employee will continue to pay their normal premiums for all benefit plans. Accumulation of vacation credits shall continue during the period of leave.

15.04 Every reasonable effort shall be made to maintain proper ventilation in the work place.

15.05 When The Employer conducts an official investigation following a workplace accident, a union representative on the joint Health and Safety committee shall be invited to attend.

#### **ARTICLE XVI - MISCELLANEOUS**

16.01 Bulletin Boards: The main bulletin board and the bulletin boards in each of the departments where employees are represented by the Union may be used by the Union solely for the purpose of posting notices of Union business. Other matters may be posted by the Union upon mutual consent between the Union and the Employer.

16.02 Transfer Clause:

(a) An employee of the Employer shall not be transferred to another city, to another Osprey Media LP newspaper or to any other division of Osprey Media LP without their consent. If s/he accepts such a transfer, all transportation and other moving expenses will be paid by the Employer. If s/he declines, s/he shall not be penalized nor precluded from further transfer opportunities.

(b) No employee shall be transferred except for just cause to another position or job classification in their or another department without the employee's consent, providing such consent is not unreasonably withheld. There shall be no reduction in salary or impairment of other benefits as a result of such job transfer. This provision does not apply to temporary transfers to cover vacations, leaves of absence, sickness or other such occasions. The Employer shall provide the Union and the employee, wherever possible, with one week's notice of changes in territories, accounts or assignments.

16.03 Part-time and Temporary Employees:

(a) A part-time employee is one who is engaged to work regularly twenty-four (24) hours or less a week.

(b) A temporary employee is one who is engaged for a special project or for a specified time, in either case not to exceed six (6) months. If such an employee is hired as a regular employee within three (3) months of the termination of their temporary employment, they shall be credited with their temporary service. A temporary employee may also be used to replace an employee on maternity leave, parental leave, or any other approved leave of absence for the duration of the leave. Temporary employees shall be entitled to statutory holiday pay after one (1) month of service and shall receive vacation pay in the amount of 4% of their earnings upon termination.

(c) Part-time and temporary employees shall not be employed to displace or eliminate regular full-time employees.

(d) Regular part-time employees working regularly more than fifteen (15) hours per week are eligible for participation in extended health plan, and dental plan on the basis that the Employer-paid portion of the welfare plan listed will be two-thirds (2/3) the normal Employer-paid portion, with the balance to be paid by the employee in addition to the normal employee cost. Basic group life insurance shall be on the basis of their annual salary calculated on their regular hours of work. Sick pay shall be prorated, on the same basis as full-time employees. Vacation with pay shall be based on their regular earnings.

Part-time employees working regularly fifteen (15) hours or less per week shall receive vacation pay in the amount of 4% of their earnings at the end of each calendar year and shall not be entitled to statutory holiday pay.

(e) Part-time employees shall earn service credits on the basis of their length of service, except that for the purpose of advancement on the wage scales, experience shall be calculated on the basis of the number of hours worked in the classification.

(f) Part-time employees shall be paid on an hourly basis equivalent to the weekly minimum salary provided for their classification and experience.

#### 16.04 Information:

(a) The Employer shall supply the Union on request with a list containing the following information for all employees covered by the Agreement:

- (i) name, address, sex, date of birth, Social Insurance Number;
- (ii) date of hiring;
- (iii) classification and rating.

(b) The Employer shall notify the Union monthly in writing of:

- (i) changes in classification and effective date;
- (ii) resignations, retirements, deaths and effective dates.

(c) Within two (2) weeks after the hiring of a new employee, the Employer shall furnish the Union in writing with the data specified in (a) above for each such new employee.

### **ARTICLE XVII - UNION SECURITY**

17.01 All employees of the advertising department shall have union dues deducted from their salaries and in accordance with a written schedule furnished to the Employer by the Union in the month preceding the month for which deductions are to be made. Membership in the Union is mandatory for these employees except as indicated in 17.02 and except for temporary employees.

17.02 Employees who did not sign a Union card prior to certification will not be required to join the Union.

17.03 The Employer shall require as a condition of employment for every employee (except for temporary employees) hired after the date of signing of this Agreement that s/he shall become a Union member within 30 days of hiring and shall maintain their membership in the Union during the life of this Agreement.

**ARTICLE XVIII - DURATION AND RENEWAL**

18.01 This Agreement shall be effective on May 23, 2007 and shall remain in effect until November 30, 2009.

18.02 Within ninety days prior to November 30, 2009, the Employer or the Union may, on written notice to the other party, initiate negotiations for a new Agreement. If, pursuant to such negotiations, an Agreement is not reached prior to the expiration date of this Agreement, this Agreement shall continue in full force and effect until execution of a new Agreement or completion of conciliation proceedings as prescribed by law, whichever shall first occur.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed the hands of their officers, duly authorized in this regard, on the \_\_\_\_\_ day of \_\_\_\_\_ 2007, in the City of Brantford.

The Brantford Expositor,  
a Division of Osprey Media LP

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

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**Side Letter #1**

May 23, 2007

Communications, Energy and Paperworkers Union of Canada  
Local 87-M, Southern Ontario Newsmedia Guild  
1253 Queen Street East  
Toronto, Ontario  
M4L 1C2

Dear Sirs:

The Employer's rate of contribution to the Southam Retirement Plan, or any other pension plan introduced in substitution therefore, in respect of Union members, will not be reduced below three percent (3%) of the contributing employees' straight time earnings during the term of the current agreement.

The Employer agrees that, through their representation on the Employee Pension Committee, the employees will be consulted prior to any changes being made in the pension plan.

**FOR THE EMPLOYER**

**FOR THE UNION**

**Side Letter #2**

May 23, 2007

Communications, Energy and Paperworkers Union of Canada  
Local 87-M, Southern Ontario Newsmedia Guild  
1253 Queen Street East  
Toronto, Ontario  
M4L 1C2

Dear Sirs:

The Employer will apply Section 8.04 of the current agreement as follows:

1. An employee may request time off for less than a full day.
2. The department head will be permitted to grant time off for less than a full day.
3. Time will not be given off once an employee has commenced his regular shift, except at the employee's request.
4. The Employer will continue the policy of the early release of employees at the completion of the day's production on the shift immediately prior to Christmas Day and New Year's Day. These periods shall not be included in the fifteen (15) hour accumulated period referred to in Section 8.04.
5. If any time is owed at the end of the year, the balance of time will be given within sixty days of the end of the year.
6. New employees with less than one (1) year's service will be given time off on the basis of four (4) hours for each three (3) months' service, with total time off not to exceed fifteen (15) hours.

**FOR THE EMPLOYER**

**FOR THE UNION**

**Side Letter #3**

May 23, 2007

Communications, Energy and Paperworkers Union of Canada  
Local 87-M, Southern Ontario Newsmedia Guild  
1253 Queen Street East  
Toronto, Ontario  
M4L 1C2

Dear Sirs:

This letter is being written to confirm certain understandings reached during the course of the negotiations between the parties for the renewal of the collective agreement. These understandings are as follows:

The Employer will continue to make available, beyond the basic life insurance provisions, the extended life insurance coverage at the employee's option.

It is understood that the Employer Retirement Plan will not be compulsory for employees represented by the Union. The Employer will make every attempt to provide answers to any pertinent questions raised by a pension committee representing the three unions.

The Union agrees that it is the Employer's right to require an employee to produce a doctor's certificate justifying his or her absence as a condition of receiving sick pay, on the understanding that the Employer would only exercise this right when it has first spoken to the Union committee representing the employee involved.

Confirmation and acceptance of these understandings is indicated by the endorsement of this letter by the Union.

**FOR THE EMPLOYER**

**FOR THE UNION**



**Side Letter #4**

May 23, 2007

Communications, Energy and Paperworkers Union of Canada  
Local 87-M, Southern Ontario Newsmedia Guild  
1253 Queen Street East  
Toronto, Ontario  
M4L 1C2

RE: Grievance Procedure

Dear Sirs:

The Employer agrees to continue the policy of discussing with the Union upon request, any matter affecting the relationship between the employees and the Employer.

**FOR THE EMPLOYER**

**FOR THE UNION**

**Side Letter #5**

May 23, 2007

Communications, Energy and Paperworkers Union of Canada  
Local 87-M, Southern Ontario Newsmedia Guild  
1253 Queen Street East  
Toronto, Ontario  
M4L 1C2

Dear Sirs:

If a member is granted a leave of absence for purposes of adopting a child there shall be no loss of vacation entitlement in that year or loss of benefits.

**FOR THE EMPLOYER**

**FOR THE UNION**

**Side Letter #6**

May 23, 2007

Communications, Energy and Paperworkers Union of Canada  
Local 87-M, Southern Ontario Newsmedia Guild  
1253 Queen Street East  
Toronto, Ontario  
M4L 1C2

Re: Article XIII Expenses and Equipment

Dear Sirs:

The Employer will use the following chart in ascertaining reimbursement for authorized vehicle use:

Mileage Reimbursement Rate

Effective upon ratification	35.0 cents per kilometre
Effective January 1, 2008	37.0 cents per kilometre
Effective January 1, 2009	39.0 cents per kilometre

**FOR THE EMPLOYER**

**FOR THE UNION**

**Side Letter #7**

May 23, 2007

Communications, Energy and Paperworkers Union of Canada  
Local 87-M, Southern Ontario Newsmedia Guild  
1253 Queen Street East  
Toronto, Ontario  
M4L 1C2

Dear Sirs:

Re: Transfers into the Bargaining Unit

This will confirm our understanding in connection with the transfer of persons employed by the Employer into the bargaining unit to perform the work done by members of the bargaining unit.

If, before November 30, 2006, it is necessary to reduce staff pursuant to Section 6.06 of the Collective Agreement, no employee who as of November 13, 1995, has three (3) years or more of service with the Employer and is in the bargaining unit on that date, will be laid off as long as an employee who was transferred into the bargaining unit on or after November 13, 1995, regardless of length of service with the Employer, remains in the bargaining unit.

This is subject to the further understanding that no employee will be protected from layoff pursuant to this letter if the employee does not possess the qualifications, knowledge, training and ability to perform the work required by the Employer.

**FOR THE EMPLOYER**

**FOR THE UNION**

**Side Letter #8**

May 23, 2007

Communications, Energy and Paperworkers Union of Canada  
Local 87-M, Southern Ontario Newsmedia Guild  
1253 Queen Street East  
Toronto, Ontario  
M4L 1C2

Dear Sirs:

Re: Contracting out, transfers of work, transfers into the bargaining unit

Employees in the bargaining unit as of November 13, 1997 who are laid off as a direct result of:

- (a) the contracting out of work performed by these employees,
- (b) the transferring of work performed by these employees to another location outside the bargaining unit, or
- (c) the transfer of persons into the bargaining unit to perform the work done by these employees,

shall receive, in place of any other severance pay under the applicable collective agreement and the Employment Standards Act, enhanced severance pay in the amount of four (4) weeks regular salary for each completed year of service with the Employer up to a maximum of seventy-eight (78) weeks of regular salary.

**FOR THE EMPLOYER**

**FOR THE UNION**

**Side Letter #9**

May 23, 2007

Communications, Energy and Paperworkers Union of Canada  
Local 87-M, Southern Ontario Newsmedia Guild  
1253 Queen Street East  
Toronto, Ontario  
M4L 1C2

Dear Sirs:

The Employer and the Union agree that sexual harassment is unacceptable behaviour. They also agree that any employee who believes some form of sexual harassment is taking place should follow the guidelines of the Employers policy. The Employer, as per its policy, shall immediately launch an investigation into the allegations. Should the complainant or the defendant be a member of the bargaining unit and if the complainant so requests, the Employer will report in writing to the Union executive the findings of its investigation and disciplinary action, if any. The Union will treat the findings in the strictest confidence.

**FOR THE EMPLOYER**

**FOR THE UNION**

**Side Letter #10**

May 23, 2007

Communications, Energy and Paperworkers Union of Canada  
Local 87-M, Southern Ontario Newsmedia Guild  
1253 Queen Street East  
Toronto, Ontario  
M4L 1C2

Re: Hours of Work of Outside Sales Employees

Dear Sirs:

The Employer will endeavour to ensure that the workload of outside sales employees does not force them to work unreasonable hours. Such an employee's complaint about his/her workload may be dealt with under the grievance procedure.

**FOR THE EMPLOYER**

**FOR THE UNION**

**Side Letter #11**

May 23, 2007

Communications, Energy and Paperworkers Union of Canada  
Local 87-M, Southern Ontario Newsmedia Guild  
1253 Queen Street East  
Toronto, Ontario  
M4L 1C2

Re: Retail Display Vacation Coverage

Dear Sirs:

When members of the retail sales staff are on vacation, efforts will be made to avoid putting an undue workload on any member of the remaining sales staff.

Those going on vacation will organize sales calls in advance, and these will be distributed equitably among the remaining sales staff. Managers will assist members of the sales staff in a manner determined by management in dealing with any workload problems, including the handling of excess work.

**FOR THE EMPLOYER**

**FOR THE UNION**



**Side Letter #12**

May 23, 2007

Communications, Energy and Paperworkers Union of Canada  
Local 87-M, Southern Ontario Newsmedia Guild  
1253 Queen Street East  
Toronto, Ontario  
M4L 1C2

Re: Sales Incentives

Dear Sirs:

The Employer agrees that, before any changes are made in the sales incentive plan, members of the retail and classified sales staff shall be invited to give their suggestions which shall be given due consideration by the Employer. This does not in any way modify the Employer's right to establish a sales incentive and to amend it from time to time.

**FOR THE EMPLOYER**

**FOR THE UNION**

**Side Letter #13**

May 23, 2007

Communications, Energy and Paperworkers Union of Canada  
Local 87-M, Southern Ontario Newsmedia Guild  
1253 Queen Street East  
Toronto, Ontario  
M4L 1C2

Re: Parking Costs

Dear Sirs:

Notwithstanding Article 13.02 of the collective agreement, the employer will provide for Retail Sales Representatives and Small Business Sales Representatives on the payroll on June 18, 1998, \$15 per month parking costs and will reimburse parking costs incurred in the service of the Employer while away from Employers premises.

**FOR THE EMPLOYER**

**FOR THE UNION**

**Side Letter #14**

May 23, 2007

Communications, Energy and Paperworkers Union of Canada  
Local 87-M, Southern Ontario Newsmedia Guild  
1253 Queen Street East  
Toronto, Ontario  
M4L 1C2

Dear Sirs:

Re: Part-time Seniority

In the event of a layoff, the seniority for a bargaining unit part-time employee hired after June 18, 1998, shall be converted to full-time equivalent seniority by adding together all the straight-time hours worked by the part-time employee and dividing by seven and one-half (7.5) to determine the number of normal working shifts, which will determine the regular full-time equivalence of such part-time hours, assuming five (5) normal working shifts per week.

Having calculated the full-time equivalence, the employee shall be awarded, accordingly a new seniority date. (For example, a part-time employee who worked one (1) full shift each week for five (5) years would be awarded the equivalent of one (1) year of regular full-time seniority and his or her seniority date would be amended to reflect this full-time equivalence.)

Seniority for bargaining unit part-time employees on the payroll on June 18, 1998 shall continue to be based on total length of service with the Employer since last hired.

**FOR THE EMPLOYER**

**FOR THE UNION**

**Side Letter #15**

May 23, 2007

Communications, Energy and Paperworkers Union of Canada  
Local 87-M, Southern Ontario Newsmedia Guild  
1253 Queen Street East  
Toronto, Ontario  
M4L 1C2

Dear Sirs:

Re: Cell Phones

The employer will contribute twenty-five dollars (\$25.00) per month towards the cost of a cellular phone for outside sales representatives.  
Cellular phones will be mandatory for all outside sales representatives, must be operational during business hours, and must include message centre.

**FOR THE EMPLOYER**

**FOR THE UNION**

**Side Letter #16**

May 23, 2007

Communications, Energy and Paperworkers Union of Canada  
Local 87-M, Southern Ontario Newsmedia Guild  
1253 Queen Street East  
Toronto, Ontario  
M4L 1C2

Dear Sirs:

Re: Post Age 65 Benefits

Notwithstanding Article 6.04, Article 14 or any other Articles of this agreement, the parties agree that in the event that an employee continues to work past the age of sixty-five (65), the following will apply for the duration of this collective agreement.

The employee shall not be eligible for the long-term disability plan. In addition, the Employer shall not incur any increased costs associated with the other applicable benefits listed in Article 14 beyond the level paid for the employee the month prior to attainment of age sixty-five (65). It is understood that the employee would be responsible for any additional costs.

**FOR THE EMPLOYER**

**FOR THE UNION**

## **Addendum A - Advertising Commission Sales Plan**

### **Draw on Commissions**

The advertising outside sales representative(s) may select a bi-weekly draw of up to 60% of the previous year's actual earnings divided by 26 pay periods. The draw shall be 80 % for the two-month transition period following the ratification of the new 100 % commission plan. In lieu of retroactive pay the company will pay to each outside sale representative a one-time lump sum payment of \$500.00 following ratification.

### **Commission Rates**

	Sales Target	Base %	<u>Based on Meeting Targets</u>	
			¼ Bonus	Yearly
Level 1	up to \$400,000	8.00%	0.75%	0.45%
Level 2	\$400,000 - \$599,999	8.65%	0.50%	0.35%
Level 3	\$600,000 - \$699,999	9.00%	0.40%	0.25%
Level 4	\$700,000 - \$899,999	9.25%	0.35%	0.20%
Level 5	\$900,000 - \$1.5 million	9.50%	0.30%	0.15%

- Current criteria used in establishing sales targets shall continue. For purposes of clarity, current criteria includes but is not limited to rate card increases, calendar based changes, new accounts, and anticipated increases in advertising.
- Base % commission will be paid monthly based on actual sales.
- Quarterly bonus will be paid quarterly on all sales for the quarter provided the applicable quarterly sales target was achieved.
- Yearly bonus will be paid annually on all sales for the year provided the applicable yearly sales target was achieved.

### **General**

The Employer will manage the distribution of its advertising accounts to maximize the revenues of the newspaper.

Once this 100% commission plan is implemented, it is not the intention of the employer to increase the number of outside sales representatives with a view to significantly reduce the outside sales representative's account list.

Budgets will be established annually (in consultation with the affected outside advertising sales representatives) and broken down on a month-to-month basis. When accounts are removed from, or added to an outside advertising sales representative, his/her budget shall be adjusted according to the amount of revenue added or removed. When a movement of an account is contemplated which could alter the commission income of an employee, the employer agrees to discuss this with the affected employee accompanied by a union representative if the employee so desires. In any case, the union shall be notified of any significant change in the commission plan.

Notwithstanding any other language in this Addendum, an outside advertising sales representative will not be paid at less than an account base of \$464,000 per year. This number

shall be adjusted each year to reflect 80 % of the annual key reporter rate. This does not include an outside sales representative who is on a leave of absence.

All retail and classified display lineage placed by the outside advertising sales representatives, including local ROP, inserts, web based advertising and Vibrant will be eligible for commission.

All other services which have traditionally been sold to clients and which will continue to be sold to clients will earn the commission rate applicable as outlined above.

All commercial and flyer print jobs will be quoted and handled on an individual basis. Commission will be paid after printing charges.

Outside advertising sales representatives may be asked to service accounts that do not generate commissions from actual sales; this will be handled on an individual basis.

Outside advertising sales representatives are responsible for ensuring the accuracy of information provided, and will not be held responsible for matters out of their control. For clarity, where income is lost due to matters outside the control of the outside advertising sales representative, the sale will be subject to commission and inclusion in the volume towards targets. Credits resulting from errors of the outside advertising sales representatives will be deducted from their sales numbers. In the application of the above, it is understood that outside advertising sales representatives shall continue to follow the current credit procedures.

It is understood that reasonable changes may be made to the commission plan and in sales territories from time to time in accordance with the operational requirements of the Employer. The parties will work co-operatively in connection with any proposed modifications or changes to the plan. It is not the intention of the employer to make changes to this 100% commission plan once it is implemented. It is understood however that the final decision regarding any changes rests with the Employer.

It is understood that the commission plan includes the Employer's total liability pertaining to earnings covering vacation pay and statutory holiday pay.

The Employer will continue the current procedures with regard to short term disability, long term disability and maternity / parental leave. For purposes of clarity, short term disability pay will be based on 80 % of an employee's previous twelve (12) months base commission. An employee returning from a leave of absence will return to his/her level of account list that is not less than the previous twelve (12) months before his/her leave. Once the returning employee has worked for a twelve (12) month period following the return of the leave, the account list will be adjusted to reflect current performance.