

# **COLLECTIVE AGREEMENT**

**BETWEEN**



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

**-and-**

**THE BELLEVILLE INTELLIGENCER  
A division of Osprey Media Publishing Inc.**

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## **LOCAL HISTORY**

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

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

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

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

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

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

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

### **The First Contract**

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

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

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

Those goals continue to motivate this union.

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

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

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

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

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

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

## **The First Strike**

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

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

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

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

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

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

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

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

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

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

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

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

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

The local also had stable leadership through these years. Jack Dobson of the Globe and Mail served 8 terms as local president from 1959 through 1966 when he resigned to become a local union staff representative. Later, John Lowe of the Star led the union for 9 terms from 1976 through 1984. While a woman was not president until 1989 when Gail Lem was first elected, women played a key role in the union and its executive from the earliest days.

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

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

At the bargaining table this new approach saw the Guild's first strike ever at the Toronto Star, in 1983. The 1,500 SONG members were off the job for only four

days, including a weekend, but the strike marked a turning point, and companies got the message that they couldn't take the union for granted.

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

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

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

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

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

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



## **Going Canadian**

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

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

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

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

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

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

## **Expanding Beyond Southern Ontario**

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

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

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

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

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

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



# COLLECTIVE AGREEMENT

BETWEEN



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

**-and-**

**THE BELLEVILLE INTELLIGENCER  
A division of Osprey Media Publishing Inc.**



## **ARTICLE 1 - COVERAGE AND MANAGEMENT RIGHTS**

- (a) This Agreement covers all employees of The Belleville Intelligencer, a division of Sun Media, save and except the Publisher and General Manager, Accountant, Assistant Accountant, Advertising Manager, Circulation Director, Assistant Circulation Manager, T. M. C. Supervisor, Mailroom Supervisor, Managing Editor, City Editor, Editorial Page/News Editor, Pressroom Foreman, Classified Supervisor, Real Estate Today Manager, Confidential Secretary, Students in a Co-operative Training Program and any other position in which the employee exercises managerial or confidential functions within the meaning of the Ontario Labour Relations Act.
- (b) In the event of a dispute as to whether a person exercises managerial functions or is employed in a confidential capacity within the meaning of the Ontario Labour Relations Act, the matter shall be referred to the Ontario Labour Relations Board for determination. The parties agree to abide by the decision of the Ontario Labour Relations Board and to include or exclude the position accordingly.
- (c) The right to hire, assign duties, retire, promote, classify, reclassify, layoff, recall, demote, transfer, discharge, suspend or otherwise discipline for just cause employees who have completed their probationary period, to maintain order, discipline and efficiency, to determine complement and the number of employees required from time to time, to schedule working hours, to extend curtail or cease operations, and to establish and enforce rules and regulations governing the conduct of employees, is the exclusive function of the Employer, subject to the terms and conditions of this Agreement. All matters concerning the operations of the Employer not specifically dealt with herein shall be reserved to the Employer and be its exclusive responsibility. Management agrees to exercise its rights in a fair and reasonable manner.
- (d) **Restrictions on Performing Bargaining Unit Work**

The Employer shall not assign bargaining unit work to any employee outside the Bargaining Unit except to the extent that has been previously assigned as of October 28, 2009.

## Freelance

Except under extraordinary circumstances, the Employer shall not assign or publish editorial content submitted by independent contractors or volunteers that constitutes a substitution for full-time or part-time bargaining unit positions and/or bargaining unit work. The nature of extraordinary circumstances shall include considerations of enterprise, exclusive access, first-person voice, frequency of contribution, proximity, timeliness, specialized knowledge and significant competitive advantage for the newspaper.

It is understood that submissions including photos from citizen journalists must satisfy the criteria of infrequent contribution, plus enterprise or first person voice.

Bargaining unit members will be notified of and considered for any new or renewed freelance assignments.

Notwithstanding the above, the company may assign stories to paid or unpaid students as part of a bona fide educational internship to a maximum of two students at one time. However, no students may be extended beyond the expected term of an internship, and no new students shall be engaged in the event that a bargaining unit member is on lay-off.

## **ARTICLE 2 - UNION MEMBERSHIP**

- (a) It is a condition of employment of any employee as of the date of signing of this agreement who is a member of the Union or who thereafter becomes a member of the Union, that he remains a member in good standing. All future employees shall, as a condition of employment, become and remain members in good standing of the Union within twenty (20) days of commencing employment. The Union agrees that it will accept into and retain in membership any employee subject to the Constitution and By-Laws of the Union and further, agrees that an employee shall not be discharged in the application of this provision except for non-payment of dues.
- (b) Monthly dues will be deducted from each pay in accordance with the dues schedule supplied by the Union. Such dues will be remitted to the Union by the fifteenth day of the month following their collection. The Employer

agrees to include on each member's T4 slip, the amount of dues paid yearly for income tax purposes.

c) **Special Assessments**

The Employer agrees to deduct general assessments as required by CEP, Local 87-M, Southern Ontario Newsmedia Guild and to remit the total of individual deductions by cheque to the Treasurer of the Union before the end of the month following the month in which the deductions are made. As with the remittance of regular union dues provided for in clause 2 (b), the Employer shall, when remitting assessments, give the names of the employees from whose pay deductions have been made.

d) **CEP Humanity Fund**

- i) The Employer shall in each pay period, deduct \$0.01 per hour, for all regular hours worked from the wages of employees covered by this Collective Agreement.
- ii) The monies so deducted shall be remitted to the charitable foundation known as the 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.
- iii) The first deduction for the fund will be made in the fifth (5th) week following **the** ratification of the Agreement.
- iv) Participation in the program of deductions set out above is voluntary. Employees who do not wish to participate must so inform the Employer within thirty (30) days of the ratification of the Agreement or within thirty (30) days after being hired.
- v) All such employee contributions to the CEP Humanity Fund shall be recorded on the employee's T4 Form.

**ARTICLE 3 - INFORMATION**

- (a) The Employer upon signing of this agreement and annually by the end of October thereafter, shall supply the Union with a list containing the following information for all employees covered by this Agreement:



- (i) Name and address
  - (ii) Date of hiring
  - (iii) Date of birth
  - (iv) Classification
  - (v) Salary
  - (vi) Experience rating and experience anniversary date.
- (b)** The Employer shall notify the Union (CEP local 87M) in writing within three (3) weeks with respect to resignation, termination, deaths, leaves of absence and other revisions in the data listed in Article 3 (a) with effective dates. Within three (3) weeks of hiring a new employee, the Employer shall furnish the Union (CEP local 87M), in writing with the data specified in Article 3 (a) for each new employee. The Employer further agrees to provide the union's chair at the Belleville Intelligencer or their designate during the first week of hire, 30 minutes to meet with the new employee to supply an information package plus the collective agreement and answer any questions the new employee may have. Acknowledgement of receipt of the package shall be given to a member of the Union Executive or steward by the Employer.
- (c)** The Employer and Union agree that no employee will be discriminated against contrary to the Ontario Human Rights Code, nor will any employee be discriminated against for union activity or lack of union activity. The representatives of the Union and the Employer will continue to resolve workplace issues in a professional manner and with mutual respect. The Employer and the Union recognize the right of all employees to work in an environment free from sexual, or any other type of harassment.
- (d)** Use in this agreement of the feminine or masculine gender shall be construed as including both male and female employees, and not as specific gender designations.

#### **ARTICLE 4 - GRIEVANCE PROCEDURE AND ARBITRATION**

- (a)** The parties to this agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- (b)** No grievance shall be considered where the circumstances giving rise to it occurred more than **21** calendar days before the filing of the grievance.

- (c) The aggrieved employee, who may be accompanied by a Union representative, shall present his/her grievance to his/her immediate supervisor who shall have five working days to adjust any complaint which has arisen. If, within that time no agreement is reached, the matter may be submitted to the Joint Standing Committee in accordance with the provisions of this section.
- (d) Any grievance must be presented to the Joint Standing Committee in writing, setting forth the grounds for the complaint and the provision or provisions of the collective agreement which are alleged to have been violated, together with the remedy sought.
- (e) A Joint Standing Committee consisting of two representatives of Management and two representatives of the Union shall be designated. To this Committee shall be referred by either party to this agreement, all questions which may arise as to the interpretation, application, or alleged violation of any clause of this Agreement. Such Joint Standing Committee shall meet within five working days after any questions or differences have been referred to it, and shall render a decision within ten days and such decision shall be binding upon both parties.
- (f) If the Joint Standing Committee cannot reach an agreement on the question or difference referred to it, at the request of either party hereto, within twenty (20) working days the matter may be referred to arbitration. The party making the request shall do so in writing, suggesting its nominee to an Arbitration Board or nominee as a single arbitrator. In general, it is intended that grievances be submitted to a single arbitrator; in any instance in which a party has applied for expedited arbitration under the Labour Relations Act, the other party may elect to submit the grievance to an Arbitration Board or a sole arbitrator in which case the other party shall comply and give up the right to expedite that arbitration. Within five (5) working days thereafter, the other party shall notify the party requesting arbitration as to its acceptance or rejection of the proposed arbitrator, or in the case of an arbitration board, its nominee to the board.

If the parties are unable to agree on a single arbitrator, or the nominees are unable to agree on a chairperson, within thirty (30) days, then the Minister of Labour for Ontario will be requested to make the appointment.

- (g) Grievances will be processed as quickly as possible but at a time and in a manner which will not unduly disrupt the operations of the publisher.

- (h) If no written request for arbitration is received within 20 working days after the decision of the Joint Standing Committee is given, the grievance shall be deemed to have been settled.
- (i) Time limits set out in this section may be extended, in writing, by mutual agreement.
- (j) The single arbitrator or arbitration board shall not have the power to alter or change any of the provisions of this Agreement, nor to give any decision inconsistent with the terms or provisions of this Agreement.
- (k) The Union shall have the right to file a grievance based on a difference directly with the Employer arising out of the Agreement concerning the interpretation, application, administration or alleged contravention of the Agreement.

Such grievance shall be submitted in writing by the Union to the Publisher within ten (10) working days following the occurrence or origination of the circumstances giving rise to the grievance commencing at Step No. 2 of the Grievance Procedure set out above.

- (l) The decision of the arbitrator or the majority of an arbitration board will be final and binding upon the Employer, the Union and the employees.
- (m) Each of the parties to this Agreement shall pay the cost of the arbitrator appointed by it, and the parties shall each pay one-half the cost of the Chairperson.
- (n) For the purpose of this Agreement, "grievance" means a complaint arising from the interpretation, application, administration or alleged violation of this Agreement.

## **ARTICLE 5 - DISCIPLINE AND DISCHARGE**

- (a) No employee who has completed his or her probationary period shall be discharged or disciplined except for just cause.
- (b) An employee shall have the right, if the employee elects, to have a Union representative present at any disciplinary meeting with the employer. The absence of a Union representative if reasonable attempts have been

made to ensure attendance of a Union representative does not nullify discipline or any action at the meeting.

- (c) An employee shall receive a copy of any formal discipline at the time it is placed in the employee's personnel file. Copies of formal discipline shall be removed from the employee's personnel file after 24 months from date of issue, provided that there has been no discipline issued during the 24 month period.
- (d) An employee who has completed his/her probationary period shall receive reasons for discharge or discipline in writing within three (3) working days of the action, with a copy to the Union.
- (e) A claim by an employee who has completed his/her probationary period with the Employer, that the employee has been unjustly discharged, shall be treated as a grievance if a written statement of such grievance is lodged by the employee within 14 calendar days after the employee ceases to work and such grievance will be dealt with initially by the Joint Standing Committee.

## **ARTICLE 6 - SECURITY**

- (a) The Employer shall have the exclusive right to determine the size and disposition of the staff.
- (b) If the Employer decides that it is necessary to reduce staff then employees will be laid off within each classification on the basis of the reverse order of seniority provided that the remaining employees can demonstrate the skill and ability to competently perform the job required within a 14 day period. Classification means a job classification listed within a wage group in the Wage Schedule.

The Employer shall accept voluntary resignations, to be effective on the date the layoff is to take effect, from employees in the affected classification, provided those remaining in the classification can demonstrate the skill and ability to competently perform the work required within a 14 day period. The number of employees to be laid off will be reduced accordingly.

An employee in a classification being reduced in number may elect to go into a lower rated classification or to other positions in the Wage group

(identified in e) below) from which they have been laid off provided he or she can demonstrate the skill and ability to competently perform the job required within a 14 day period. Such employee must make his/her election within fourteen (14) days from the date of notice of layoff. This shall apply when the employee's total service with the Employer exceeds that of another employee in the lower classification, who will then become the employee to be laid off.

- (c) Upon termination of employment, exclusive of retirement, quit, death or just cause, an employee shall be given notice required by the Employment Standards Act with a minimum of three weeks' notice or pay in lieu thereof at the Employer's option. In either circumstance, the Employer shall give the Union written notice on the day the employee is notified.
- (d) Severance pay at the rate of one (1) week's wages for each completed six (6) months of continuous service or major fraction thereof shall be paid to employees who are permanently laid off, up to a maximum of **52** weeks. If a laid off individual is recalled to work before the expiry of the number of weeks of severance pay paid for, the unearned severance pay shall be refunded to the Employer. Reasonable terms shall be arranged if required by the employee.

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

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

- (e) Employees will be recalled to work in the reverse order of seniority from the classification from which they have been laid off, provided they can demonstrate the skill and ability to competently perform the work required within a 14 day period however, that such recalls take place within eighteen (18) months from the date of layoff.

Employees on layoff shall be eligible for recall to other positions in the Wage Group from which they have been laid off, provided they have the requisite seniority, and provided they can demonstrate the skill and ability to competently perform the work required within a 14 day period. For this purpose, Editors and Multi-Media Journalists shall be considered to be in the same wage group. Customer Service Representative and Clerk 2 shall be considered to be in the same wage group and Truck Driver, Machine Operator and Mailroom Labourer shall be considered to be in the same wage group. Such recall must take place within eighteen (18) months from the date of layoff.

Upon being so recalled, an employee shall within five working days notify the Employer in writing of the employee's intention to return to work and within an additional fourteen day period to report for work. The Employer agrees to advise the employee of such recall in writing with a copy of the notice to the Union. It will be the responsibility of the employee to provide the employer with an up-to-date home address and telephone number.

In the case of layoff employees who elect to receive an enhanced severance package agreed to between the parties which are greater than the collective agreement will forego their recall rights as per the collective agreement.

- (f) Any employee who refuses a position in the classification from which laid off automatically terminates any claim to further employment by the Employer except that a full-time employee may refuse work of a temporary nature, or part-time work, without affecting his/her recall rights.
- (g) New full-time employees will be considered probationary employees for the first 65 worked shifts of their employment.

There shall be a new probationary period of 65 worked shifts for a new employee found unsuitable during his probationary period if the Employer transfers the employee to another job classification. The Employer shall notify the Union at the time this new probationary period is to commence.

The above probationary periods may be extended, in writing, by mutual agreement.

Probationary employees shall be covered by this agreement, but may be dismissed for any reason prior to the successful completion of their probationary period, whether extended or not, provided the Employer does

not act in bad faith or in contravention of any provision of this agreement. It is agreed the standard for dismissing probationary employees as reflected in this Article is a lesser standard within the meaning of the Labour Relations Act.

- (h) Employees shall be free to refuse a promotion to an excluded position.
- (i) An employee shall lose seniority and employment in the event that:
  - (i) The employee voluntarily quits.
  - (ii) The employee is discharged for just cause and is not reinstated by an arbitrator.
  - (iii) The employee fails to report for work within 10 working days after notification by the employer of recall to work following layoff. If an employee fails to return to work for reasons of sickness or accident, the employee must provide a medical certificate from a qualified physician prior to reinstatement.
  - (iv) The employee has been laid off for a period exceeding 18 consecutive months.
  - (v) The employee has been absent without an explanation satisfactory to the employer for three working days.
  - (vi) The employee fails to report to work after an authorized leave of absence without providing an explanation satisfactory to the Employer.
  - (vii) The employee retires.
- (j) Seniority for regular full-time employees means the total length of consecutive full-time service in the bargaining unit since date of last hiring. The Employer shall post a seniority list annually and provide a copy to the Union.

Seniority for part-time employees means the total length of consecutive service in the bargaining unit since the last date of hire.

## ARTICLE 7 - HOURS OF WORK AND OVERTIME

- (a) The workweek for full-time employees shall be five (5) days and 37.5 hours. On mutual agreement, the Employer may schedule employees to work regularly six shifts one week and four shifts the next week. In such case, the sixth shift shall not be paid at overtime rates.
- (b) Overtime shall be defined as work authorized and required beyond 7.5 hours in a day in all departments except editorial, where overtime will be defined as work authorized and required beyond 37.5 hours in a week.
- (c) When a full-time employee is required to work overtime, he/she shall have the option of taking cash or compensating time off equivalent to time and one half of the time worked, at a time mutually satisfactory to the Employer and the employee. A maximum of 37.5 hours of overtime may be banked at any one time by any person, after which overtime will be paid in cash.
- (d) Employees will not be required to begin one scheduled shift sooner than sixteen hours following the commencement of the previous scheduled shift, unless the employee consents.
- (e) In the mailroom, the Supervisor shall post each week's anticipated final work schedule by Friday of the preceding week, setting out the hours and days to be worked in the Mailroom. The schedule may be changed by the Supervisor to accommodate unforeseen inserts, commercial printing, breakdowns, newspaper changes, emergency situations, or other circumstances beyond the control of the Employer. The Employer commits to make every reasonable effort to give prior notice of the change to the affected employees.
- (f) Where an employee regularly works the same scheduled hours from week to week, where practicable the employee's normal starting time shall not be changed by more than one hour unless the employee has been given one week's notice of such change. Changes may be made by the Employer to cover emergency situations.
- (g) Regular full-time and part-time employees (excluding the mailroom employees) required to work anytime between 8 p.m. and 7 a.m. will receive a \$1.35 per hour premium for the hours worked between 8 p.m. and 7 a.m.



Mailroom employees shall receive six dollars (\$6.00) for each shift worked where the majority of hours worked are between 8 p.m. and 7 a.m.

- (h) The Employer will provide the Union with six weeks' notice before moving to weekday morning publication. After such notice is given the Employer shall, on request, meet with the Union to discuss the impact of the change. The notice period may be reduced to three weeks in the case of a competitive intrusion.
- (i) An employee working 7.5 hours or more in a day will receive two 15-minute paid breaks and an unpaid lunch period of 30-60 minutes. An employee scheduled for a shift of less than 7.5 hours but more than 5 hours will receive a 30 minute unpaid lunch break and will receive a 10 minute break for each 3 1/2 hours scheduled. An employee working less than 5 hours but more than 3 1/2 hours shall receive a 20 minute paid break. An employee working less than 3.5 hours will receive a 10 minute paid break. Breaks will be staggered to ensure the uninterrupted production of the newspaper.
- (j) Overtime shall be worked when required. However, except in the editorial department, assignment of overtime will be on a voluntary basis except when the employer is unable by this procedure to fill the overtime assignment with qualified employees. In such circumstances, qualified employees with the least seniority not on a day off or on vacation will be assigned the overtime.
- (k) Advertising Sales Representatives are not entitled to overtime as per this article.

## **ARTICLE 8 - HOLIDAYS**

- a) The Employer agrees to observe the following holidays without loss of regular salary 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, Civic Holiday, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, Family Day (or days officially celebrated as such). If an additional holiday is declared by government statute, the new holiday will also be recognized.

- (b) Where a holiday named in (a) falls on an employee's regular day off, another day off with pay will be taken at a time to be mutually agreed between the employee and the Employer.
- (c) In order to qualify for holiday pay, employees must work their regular working day immediately preceding and immediately following the holiday unless they have satisfied Management as to the reason for their absence.
- (d) An employee required to work on the day of observance of a holiday shall be paid at time and one-half for all time worked, in addition to their regular pay. The employee may choose to take all or part of this premium in equivalent time owing. Also, the employee shall have the option of taking another day off with pay in lieu of receiving his regular pay for that holiday.

**ARTICLE 9 - VACATIONS**

- (a) Full time employees who have completed one year of employment will be entitled to the following amounts of paid vacation each anniversary year:
 

|                      |    |             |
|----------------------|----|-------------|
| After one year       | -- | Two weeks   |
| After four years     | -- | Three weeks |
| After nine years     | -- | Four weeks  |
| After nineteen years | -- | Five weeks  |
- (b) An employee who is laid off or whose employment is terminated shall receive pro rata vacation pay for the period to which the employee is entitled.
- (c) Employees, with the approval of the Employer, may carry up to one week's vacation beyond the end of their vacation year, providing it is used in the first three months of the next vacation year.

**Effective January 1, 2014**

The employer agrees it is management's responsibility to ensure that vacation entitlement is scheduled and used within the vacation year of January 1<sup>st</sup> to December 31<sup>st</sup>. With management approval, vacation of up to 5 days may be carried over to the next year providing it is used by March 31<sup>st</sup>.

- (d) Vacation schedules shall be arranged and posted by April 1<sup>st</sup> in each year. In the event of a conflict over vacation dates, seniority will govern.

Employees shall provide the Employer with preferred vacation dates by March 1<sup>st</sup> in each year, failing which the employees may lose the privilege of selection to which entitled by seniority.

Vacation scheduling shall be arranged whenever possible to start from the end of their regular shift week.

The Employer will make every effort to arrange two consecutive weeks of vacation for each employee in the period June 1st through September 30th if requested and subject to production necessities.

Subject to the requirements of the business, the Employer has the right to place reasonable limits on the number of persons on vacation at any one time.

- (e) Subject to (d) above, vacations may be arranged consecutively. No more than two weeks may be taken between June 1 and September 30 until all employees have had the opportunity to choose.
- (f) Vacation pay shall be on the basis of the employee's regular normal straight-time salary.
- (g) If one of the holidays designated under Article 8 (a) is observed during an employee's vacation period, such employee will be granted another day off, subject to the provisions of paragraph 8 (b). Such day off shall be scheduled in conjunction with the vacation period wherever possible.
- (h) For the purpose of clarification, the vacation year is from the employee's anniversary date to the next anniversary date.

**Effective January 1, 2014**

Employees as of January 1, 2014 will begin taking vacation in the year in which it is earned. With a transition date of January 1, 2014, employees shall be entitled to the previous year's accrued vacation entitlement to be added to their 2014 vacation entitlement. The employee will have a two year transition period from the transition date to take these additional vacation days. The parties are of the understanding that if an employee leaves the Company for any reason, other than involuntary layoff, and has not earned all the vacation time they have taken, the Company will deduct such amounts from any outstanding monies. If the amount to be reimbursed is greater than the outstanding monies the employee shall agree to reimburse the employer with terms that are mutually acceptable.

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

Note: The Company and the Union will meet by November 1<sup>st</sup>, 2013 to review and finalize outstanding days and accrued vacation days to ensure an accurate and agreed upon number prior at the transition date of January 1<sup>st</sup>, 2014.

- (i) Employees who receive commission will be paid 4% of commission earnings as vacation pay.

## **ARTICLE 10 - LEAVES OF ABSENCE**

- (a) Leaves of absence may be granted at the discretion of the Employer, providing such leave does not cause a disruption of the operation. Requests for such leaves shall be made in writing stating the reasons for the leave and the period for which the leave is sought. All conditions of the leave and return to work must be in writing and agreed between the Employer and employee prior to the commencement of the leave.
- (b) Leaves of absence without pay shall be granted to not more than two (2) employees at any one time, and not more than one (1) per department, upon fifteen (15) working days written notice in advance when an employee has been elected or appointed as a delegate to meetings, conventions or conferences of the Communications, Energy and Paperworkers' Union of Canada or any organization with which the Communications, Energy and Paperworkers' Union of Canada is affiliated and to employees attending Union educational courses. There shall be no greater than three such leaves granted per year under this provision.

The Employer shall invoice the union and the union shall reimburse the Employer within thirty (30) days.

An employee elected or appointed to the Union negotiating committee shall be granted a leave of absence without pay for attending Union-Employer negotiating sessions provided leave is restricted to four (4) employees and that it does not unduly disrupt production of the newspaper.

- (c) Maternity and parental leave shall be granted in accordance with the Employment Standards Act.
- (d) In the event of the death of an employee's parent (including step-parents), spouse (including common-law and same-sex partners) or child (including step-children), an employee may be absent from work for up to five (5) days following such death and shall receive their regular pay for any of those days upon which the employee would otherwise have been scheduled to work, provided the employee attends the funeral of such relation.

In the event of the death of an employee's parents-in-law, brother, sister, brother-in-law, sister-in-law, grandchildren or grandparents, an employee may be absent from work for up to three (3) days following such death and shall receive their regular pay for any of those days upon which the employee would otherwise have been scheduled to work, provided the employee attends the funeral of such relation. In the event of the death of an employee's grandparents-in-law, an employee may be absent from work for up to one (1) day following such death and shall receive their regular pay for that day which the employee would otherwise have been scheduled to work, provided the employee attends the funeral of such relation.

Further bereavement leave may be granted at the discretion of the Employer.

- (e) An employee called in or is subpoenaed to testify before an administrative tribunal, court of law, coroner's inquest, parliamentary inquiry, or Royal Commission or called to serve in civil or criminal court as a juror will be granted leave of absence and shall receive the difference between the court rate and the amount of straight time earnings lost by reason of such service. To qualify, an employee must produce proof that his/her absence was in response to a summons for jury duty or service as juror and he/she must make himself/herself available for work whenever excluded from such duty for one half day or more. To qualify, an employee must produce proof that his absence was in response to the above.

f) **Full-Time Union Officers**

The Employer will grant an employee a leave of absence without pay-or benefits to work in an official full-time capacity for the Union, the Canadian

Labour Congress or the Ontario Federation of Labour. During this time period, the employee will continue to accrue bargaining unit seniority and advance on the wage grid. Pension plan service shall only accrue if the Employer's contributions are paid by the labour organization. The employee must give the Employer one (1) month notice in writing of such a leave, or of an election that may lead to the need for such a leave and if operational concerns require it, up to two (2) weeks more notice after the election. No more than one (1) employee may be absent on this leave at any one time.

## ARTICLE 11 - MINIMUM SALARIES

- (a) The weekly minimum salaries shall be as set forth in the Wage Schedule, attached hereto.

General Increase to all rates (including base rate for County Weekly News advertising sales representative(s))

|             |      |      |
|-------------|------|------|
| February 28 | 2012 | 0%   |
| February 28 | 2013 | 1.0% |
| February 28 | 2014 | 1.5% |
| February 28 | 2015 | 1.5% |
| February 28 | 2016 | 1.5% |

- (b) **Experience Definition.** In the application of the foregoing schedules of minimums, experience shall include all employment in comparable work. Comparable work shall be assessed at the time of hire based on details of experience outlined in writing to the employer prior to the offer of hire being made.
- (c) Payment of salaries shall be made every two weeks.
- (d) The Employer will notify the Union of any new job classification it establishes in the bargaining unit. If the rate of pay for the new classification is challenged by the Union, the parties shall meet and endeavour to resolve the issue.
- (e) Effective upon ratification, any employee temporarily required to perform the duties of a higher classification shall receive the rate of the higher classification that is next higher to the rate the employee normally receives,

provided the employee performs all of the basic job functions. This will not apply to training assignments.

Any employee temporarily required to perform duties excluded from the bargaining unit, as set out in Article 1 (a), shall receive \$1.35 per hour for all hours worked while performing these duties, in addition to their regular rate of pay for each of the day(s) being utilized in this manner.

- (f) Advertising Sales Representatives will be paid on the basis of a 100% commission program.

It is understood that changes may be made in the commission and territory structure from time to time. When a change is contemplated, the Employer agrees to discuss such changes with the affected employee(s), accompanied by a Union representative when the employee(s) so desires.

During the first thirty days following the change, the Employer agrees that the affected employee(s) shall receive a commission no less than would have been received under the previous structure had the change not occurred. In any case, the Union shall be notified of any change in commission structure as well as commission structures offered new sales representatives.

## **ARTICLE 12 - EXPENSES**

- (a) Upon submission of expense reports in the prescribed form and properly supported by vouchers, where obtainable, the Employer shall pay all authorized expenses incurred by the Employee in the service of the Employer.
- (b) The Employees shall be compensated for the use of an automobile authorized by the Employer based on gas pricing in the following manner:
- for gas prices \$.99/litre or less a business mileage rate of 40 cents per kilometre,
  - for gas prices \$1.00/litre to \$1.24/litre a business mileage rate of 42 cents per kilometre,
  - for gas prices \$1.25/litre to \$1.49/litre a business mileage rate of 43 cents per kilometre,
  - for gas prices higher than \$1.49/litre a business mileage rate of 44 cents per kilometre

The kilometre scale slides up or down according to the price of gas. The rate will be established by checking the price of regular unleaded gasoline at three mutually agreeable Belleville gas retailers. The price of each shall then be averaged and the average price will determine the kilometre rate for the next month. The price check will be made by the Publisher or his/her designate and the elected representative of the Union on the last Friday of the month to be applied for the following month. Advertising representatives and Content providers will be required to provide reasonable and general details for mileage expenses.

- (c) Ownership of photographic equipment shall not be a condition of employment. No employee will be required to use personal photographic equipment on Company business.
- (d) Effective upon ratification, depot and mailroom employees will be required to wear safety shoes. Employees will be reimbursed \$50.00 upon completion of their probationary period. Employees will be reimbursed an additional \$50.00 three months after the completion of their probationary period. Thereafter, these employees shall receive an annual allowance from the Employer for the purchase of approved safety shoes, to a maximum of \$100.00 per annum.
- (e) Employees who are sent on Employer approved training courses will have all reasonable expenses covered, upon the production of receipts where applicable.
- (f) All expenses must be submitted to the Company within three months of being incurred or will not be reimbursed. All expenses incurred during the year need to be submitted prior to year end. When problems arise that prevent the employee from submitting the expenses within the time limit indicated above the employer shall grant the employee an agreeable extension. Barring any unforeseen circumstances expenses as above shall be reimbursed within fourteen (14) days but not later than thirty (30) days from the date the expenses were

## **ARTICLE 13 - HEALTH AND SAFETY**

- (a) The Employer agrees to furnish a clean, safe and healthy, properly heated, ventilated and lighted environment for the performance of all work.



- (b) The Employer agrees to provide VDT glare screens in cases where they are requested.
- (c) A pregnant employee who normally works on VDTs shall upon request be reassigned to work that does not involve the use of VDTs when such work is available and providing the employee is competent to perform the work. When such work is not available, or if the employee is not competent to perform the work, the employee may apply for and shall be granted an early leave of absence without pay and benefits.
- (d) The Employer and the Union will maintain a joint Health & Safety committee of at least four members with equal membership from both parties, in accordance with the Occupational Health and Safety Act of Ontario. Should the Employer conduct an official investigation following a workplace accident, the Union representative on the joint Health and Safety committee shall be invited to attend.

#### **ARTICLE 14 - MISCELLANEOUS**

- (a) The Employer agrees to provide bulletin board space for official Union business. The Union agrees to consider complaints from the Employer about material that the Employer considers derogatory or defamatory.
- (b) Except for columns and opinion pieces, the Employer shall not use bylines over the employee's protest.
- (c) An employee's byline shall not be used over his or her protest. Bylines shall not be unreasonably withheld. Whenever substantive changes are made in a writer's story, the Employer will make a reasonable effort to discuss with the employee the proposed changes prior to publication, failing which the byline shall not be used. If after discussing the issue there is disagreement, the byline shall not be used over his or her protest.
- (d) An employee shall be free to engage in any activities outside of working hours provided such activities are not in competition with the Employer, do not result in any conflict of interest and do not exploit the employee's connection with the Employer.
- (e) Articles written by employees on their own time shall first be offered to the Employer or use in its publication. Employer acceptance or rejection of

articles shall be given within five days. Where the Employer has rejected an article, the employee may submit it to a non-competing publication.

- (f) Unless otherwise ordered by a court, the Employer shall pay all legal (Employer approved counsel) and court costs, of any action initiated against an employee by virtue of their good faith performance of employment duties when authorized and approved by the Employer. No employee shall lose salary or benefits for absences due to the libel action during the legal proceedings.

An employee, upon the request of the Employer, shall be required to give up custody of and disclose to the Employer all knowledge, information, notes, records, documents, films, photographs or tapes relating to their employment together with their source thereof, such material being the property of the Employer. Except in the case of a court order, the Employer agrees not to release same to any other person without first thoroughly examining with the employee the reason for its release.

- (g) Posting of Job Vacancies

The Employer will post notice of all vacant postings within the bargaining unit for a period of fourteen (14) calendar days and agrees to consider an application from any bargaining unit employee desiring to bid on the vacant position. Any internal applicants shall be granted an interview. Employees entitled to apply for such vacancy or new job must make application to the appropriate manager or designate no later than the fourteenth (14th) calendar day. Employees who have completed their probationary period may apply. The successful applicant shall be given a 14 day trial period in which to accept the position or revert back to their original position. Unsuccessful candidates will be given a second interview, upon request, where they will be told why they did not receive the job. None of the foregoing interferes with the Employer's right to pursue external applicants provided it does not interfere with or avoid recognizing internal candidates and provided it is no sooner than the first day of posting of the notice.

#### Successful Applicant

In awarding the position, the successful applicant shall be chosen on the basis of skill and ability. If skill and ability of the two leading candidates for the position are relatively equal, seniority will determine the successful candidate.

- (h) Employees promoted to a higher classification shall be given a trial period of sixty five (65) worked shifts, which period may be extended or reduced by agreement with the Union. During such trial period an employee shall receive at least the minimum next higher than the classification from which advanced. During the initial four weeks of such trial period the employee may elect to return to the classification from which advanced.

The Employer may, with mutual agreement, return the employee to the classification from which he or she advanced during the initial four weeks of such trial period.

At the end of the trial period (or the extended period) the employee, if satisfactory, shall be confirmed at the higher category. If an employee elects to return to the lower classification or if not confirmed, the employee shall be returned to the lower classification but the period of service in the higher classification shall be counted for all purposes as service in the classification from which advanced.

- (i) Editors, multi-media journalists and graphic artists must not prepare material for political parties or political candidates unless authorized by the Employer.
- (j) **No Strike - No Lockout.** The Union agrees that during the term of this Agreement, there will be no strike, slow-down or other stoppage of work. The Employer agrees that there will be no lockout of employees during the term of this Agreement.
- (k) On the basis of the rates of compensation established in this contract the Employer is the owner of all copyrights on all material produced by editorial employees during their employment with The Belleville Intelligencer and has the full right to reproduce, publish, translate, broadcast, distribute, archive, sell or license this material in any manner, form or medium that the Employer chooses, including electronic form and Internet. It is agreed that any employee producing content or material waives any and all rights, including moral rights, with regard to that content or material.
- (l) The Employer shall meet with the Unit Chair or his/her designate on a bi-monthly basis at a time mutually agreed upon to discuss items of mutual concern.

## **ARTICLE 15 - TECHNOLOGICAL CHANGE**

- (a) If an employee is laid off as a direct result of the introduction of major innovative change in equipment or technology used by it in its operations, and such layoff will occur within three (3) months of the change, the Employer shall give the employee notice of the layoff. The employee shall receive one week's notice for each completed year of service to a maximum of eight (8) weeks. During this period, the Employer and Union shall meet to discuss ways and means of reducing the impact of such change.

## **ARTICLE 16 - BENEFITS**

- (a) The new FlexMedia benefit plan for all full-time employees of Sun Media will be applicable to all full-time employees covered by this collective agreement and these employees will participate in such plan, effective October 31, 2010. The prior benefit program shall remain in place until Flex Media is implemented. The terms and conditions of the new benefits plan, including coverage of benefits, shall be no less than those described and disclosed to the union during negotiations.

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

Part-time employees will continue to be covered under the prior benefit program (as outlined in the collective agreement having an expiry date of February 28, 2009) if they so qualify.

If, during the term of this collective agreement, a new benefit plan is introduced for all part-time employees of Sun Media, then that plan will be applicable to all part-time employees covered by this collective agreement and these employees will participate in such plan with the union's consent, which shall not be unreasonably withheld.

- (b) Employees covered by this collective agreement shall be enrolled in The Sun Media Pension Plan for Unionized employees (LFP) effective thirty (30) days from date of ratification.

## **ARTICLE 17 - PART-TIME AND TEMPORARY EMPLOYEES**

- (a) A part-time employee shall be defined as one who regularly works twenty-four (24) hours or less in a week. Part-timers may be scheduled for less than 7.5 hours in a day. Scheduling of part-time employees will be based on seniority within the classification, provided the operational requirements of the Employer are met.
- (b) A temporary employee is one employed for a special project or a specified time, not to exceed 8 months, except in the case of a leave of absence including sickness, in which case the temporary period will be for the period of absence. Temporary employees will not be employed beyond the 8 month period to replace employees who have qualified for LTD benefits.
- (c) Part-time and temporary employees, who have completed their probationary period, are covered by all provisions of this agreement except those for which eligibility is regular full-time and/or full-time employment or otherwise specified. Part-time and temporary employees will not be eligible for insured benefits except as outlined in Article 17(m).

Articles 6(c) notice of layoff; 6(d) severance pay; 8 holidays; 9(a) paid vacation; 9(b) vacation pay on termination; 9 (c) vacation carry-over; 9(g) statutory holiday during vacation period; 9(i) vacation for commission-only staff; 16 benefits will not apply to part-time and temporary employees.

Article 15 technological change will apply to part-time employees and not to temporary employees.

Article 7(a) hours of work; 7(b) overtime; 7(c) overtime premium; and 7(g) shift differential will apply to temporary employees and not to part-time employees.

- (d) The probationary period for part-time employees shall be 487 hours worked or one calendar year, whichever comes first.
- (e) 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.
- (f) Full-time temporary employees authorized to work more than 37.5 hours in a week or 7.5 in a day will be compensated for such time at time and one-

half. Such time may be taken in cash or equivalent time owing at a time mutually satisfactory to the employer and the employee. A maximum of 37.5 hours of overtime may be banked at any one time by any person, after which overtime will be paid in cash.

- (g) Part-time employees who work in a classification for which a weekly salary is set forth in this agreement shall be paid on an hourly basis equivalent to the weekly minimum salary provided for their classification and experience and shall advance on the grid according to actual hours worked.
- (h) Part-time and temporary employees shall receive statutory holiday pay in accordance with the Employment Standards Act of Ontario.
- (i) Part-time and temporary employees shall receive 4% of their regular wages in lieu of annual vacation, which shall be paid as a lump sum payment the 30th day of June every year. This amount shall increase to 6% when a part-time employee accumulates enough service to qualify for three weeks' vacation. This amount shall increase to 8% when a part-time employee accumulates enough service to qualify for four weeks' vacation. Subject to production necessities, part-time employees shall also be entitled to take annual vacation without pay.
- (j) Should a part-time or temporary employee be transferred to regular full-time employment, they will be credited for seniority purposes with actual time worked prior to the transfer.

Should a full-time temporary employee become a part-time employee, the seniority date for that employee will be based on date of hire.

- (l) Part-timers called in for a shift not previously scheduled and with less than twenty-four (24) hours notice or for an emergency situation shall be paid for a minimum of three (3) hours.
- (m) It is agreed that the nine (9) most senior part-time employees, as of the date of ratification, will be regularly scheduled in excess of twenty-four (24) hours per week. These employees will be entitled to the benefits outlined in the previous collective agreement having an expiry date of February 28, 2009. Should any of the employees referred to above elect not to participate in the benefit package as referred to herein, such employee(s) also forfeit their right to be regularly scheduled in excess of twenty-four (24) hours per week. Eligibility for the above will then pass to the next most senior part-time employee.

## ARTICLE 18 - DURATION AND RENEWAL

- (a) This Agreement shall continue in effect until **February 28, 2017**.
- (b) Within ninety (90) days prior to expiry of the Agreement, the Employer or **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 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.

Dated at Belleville, Ontario this        day of        , 2013.

## Wage Grids

| Date       | 28-Feb-12 | 28-Feb-13 | 28-Feb-14 | 28-Feb-15 | 28-Feb-16 |
|------------|-----------|-----------|-----------|-----------|-----------|
| Increase % | 0%        | 1.00%     | 1.50%     | 1.50%     | 1.50%     |

### Editors

|        |        |        |        |        |         |
|--------|--------|--------|--------|--------|---------|
| Start  | 645.26 | 651.71 | 661.49 | 671.41 | 681.48  |
| Year 1 | 731.24 | 738.55 | 749.63 | 760.88 | 772.29  |
| Year 2 | 808.22 | 816.30 | 828.55 | 840.97 | 853.59  |
| Year 3 | 885.20 | 894.05 | 907.46 | 921.07 | 934.89  |
| Year 4 | 959.83 | 969.43 | 983.97 | 998.73 | 1013.71 |

### MMJ's

|        |        |        |        |        |        |
|--------|--------|--------|--------|--------|--------|
| Start  | 537.02 | 542.39 | 550.53 | 558.78 | 567.17 |
| Year 1 | 608.62 | 614.71 | 623.93 | 633.29 | 642.78 |
| Year 2 | 680.21 | 687.01 | 697.32 | 707.78 | 718.39 |
| Year 3 | 751.82 | 759.34 | 770.73 | 782.29 | 794.02 |
| Year 4 | 823.43 | 831.66 | 844.14 | 856.80 | 869.65 |
| Year 5 | 895.03 | 903.98 | 917.54 | 931.30 | 945.27 |

### Circ Reps

|        |        |        |        |        |        |
|--------|--------|--------|--------|--------|--------|
| Start  | 483.32 | 488.15 | 495.48 | 502.91 | 510.45 |
| Year 1 | 563.86 | 569.50 | 578.04 | 586.71 | 595.51 |
| Year 2 | 644.41 | 650.85 | 660.62 | 670.53 | 680.58 |
| Year 3 | 724.98 | 732.23 | 743.21 | 754.36 | 765.68 |
| Year 4 | 805.53 | 813.59 | 825.79 | 838.18 | 850.75 |

### Ad builder

|        |        |        |        |        |        |
|--------|--------|--------|--------|--------|--------|
| Start  | 454.20 | 458.74 | 465.62 | 472.61 | 479.70 |
| Year 1 | 519.11 | 524.30 | 532.17 | 540.15 | 548.25 |
| Year 2 | 584.02 | 589.86 | 598.71 | 607.69 | 616.80 |
| Year 3 | 648.90 | 655.39 | 665.22 | 675.20 | 685.33 |

### CSR

|        |        |        |        |        |        |
|--------|--------|--------|--------|--------|--------|
| Start  | 454.20 | 458.74 | 465.62 | 472.61 | 479.70 |
| Year 1 | 519.11 | 524.30 | 532.17 | 540.15 | 548.25 |
| Year 2 | 584.02 | 589.86 | 598.71 | 607.69 | 616.80 |
| Year 3 | 659.78 | 666.38 | 676.37 | 686.52 | 696.82 |

### Clerk 2

|        |        |        |        |        |        |
|--------|--------|--------|--------|--------|--------|
| Start  | 442.70 | 447.13 | 453.83 | 460.64 | 467.55 |
| Year 1 | 500.89 | 505.90 | 513.49 | 521.19 | 529.01 |
| Year 2 | 559.03 | 564.62 | 573.09 | 581.69 | 590.41 |
| Year 3 | 617.25 | 623.42 | 632.77 | 642.27 | 651.90 |



**Truck Driver**

|        |        |        |        |        |        |
|--------|--------|--------|--------|--------|--------|
| Start  | 442.49 | 446.91 | 453.62 | 460.42 | 467.33 |
| Year 1 | 497.82 | 502.80 | 510.34 | 518.00 | 525.77 |
| Year 2 | 553.13 | 558.66 | 567.04 | 575.55 | 584.18 |

**Machine Operator**

|                         |       |       |       |       |       |
|-------------------------|-------|-------|-------|-------|-------|
| Start                   | 11.67 | 11.79 | 11.96 | 12.14 | 12.33 |
| After 6 Calendar months | 11.98 | 12.10 | 12.28 | 12.47 | 12.65 |

**Mailroom Labourer**

|                         |       |       |       |       |       |
|-------------------------|-------|-------|-------|-------|-------|
| Start                   | 10.51 | 10.62 | 10.77 | 10.94 | 11.10 |
| After 6 Calendar months | 10.81 | 10.92 | 11.08 | 11.25 | 11.42 |

## **LETTERS OF UNDERSTANDING**

### **#1 Camera Allowance**

The Employer shall provide all camera equipment it deems necessary to employees. Further the Employer will compensate pre-authorized content providers \$60.00 per month for employees who choose to use their personal camera.

### **#2 - ARTICLE 11 (C)**

This will confirm the agreement of the parties that the payment of salaries shall be made by direct deposit.

This will also confirm that commission cheques shall be issued by the fifteenth (15th) of the month and if they are not, an advance against commission shall be made when requested. In the event that the fifteenth (15th) of the month falls on a Saturday or Sunday, the commission cheques shall be issued on the Friday preceding the fifteenth (15th) of the month.

### **#3 - NEW RETAIL BUSINESS ACCOUNTS (WITHOUT PREJUDICE)**

It is understood and agreed that effective July 1, 1997 any new retail business accounts which deal directly with The Belleville Intelligencer and not through a third party, will be added to the commission pool. Past practice regarding retail accounts through a third party billed at net line rates will continue.

### **#4 - CELL PHONES**

The Company will provide a monthly allowance of \$25.00 to those employees using their cell phones for phone calls and text messaging on behalf of the company. The Company, at its own expense, shall provide employees with any further electronic devices it deems necessary for the employee to perform their duties.

### **#5 - COUNTY WEEKLY NEWS ADVERTISING SALES REPRESENTATIVE**

Effective upon ratification, the County Weekly News advertising sales representative(s) will be paid a full-time base rate of \$350.00 per week.

The base rate will also be increased by the applicable negotiated wage increases during the term of this agreement.

In addition, a commission of 6 % will be paid on all sales generated by the advertising sales representative.

#### **#6 - EMPLOYEES WORKING PAST AGE 65**

Notwithstanding Article 3(c), or any other Articles of this agreement, the parties agree that in the event that a full-time 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 continue to be covered under the FlexMedia plan referred to in Article 16 under the terms of that plan, except he/she shall not be eligible for Long Term Disability coverage.

#### **#7 - PRESSROOM / INSIDE SALES SUPPORT**

During the 2006 negotiations, the parties agreed to the deletion of certain language in Article 12(d) and the wage schedule pertaining to the former pressroom from the collective agreement that expires February 28, 2006.

The parties agree that should the pressroom be reinstated during the term of this collective agreement, then the applicable language and wage grid in the 2003 to 2006 collective agreement will also be reinstated, including any applicable negotiated general wage increases.

The above will also apply to the Inside Sales Support wage grid.

#### **#8 - VACATION ENTITLEMENTS**

Any full-time employees who are involuntarily reduced to part-time status shall have their vacation and vacation pay entitlements maintained as at the time of their change in status. It is understood that these entitlements will thereafter be frozen and shall not increase in the future.

#### **#9 - PART-TIME ABSENCES**

Notwithstanding Article 17(i) of the collective agreement, part-time employees outlined in Article 17(m) may elect to use any accrued vacation pay to cover legitimate absences, providing proper notification is given to the Employer.

## **#10 - STD / CASUAL ABSENTEEISM**

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

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

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

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

- 1) the employee has an excessive record of absenteeism; or
- 2) the employee exhibits a pattern of absences; or
- 3) the employer has reasonable grounds to suspect that the illness was not legitimate; in which case the employee may be required by the Employer to provide a doctor's note.

## **#11 - TRAINING**

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

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

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

