

# COLLECTIVE AGREEMENT

between

**The Record**  
**A Division of Metroland Media Group Inc.**  
**EDITORIAL DEPARTMENT**

and

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

Effective from January 1, 2007 to December 31, 2010

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## **PREAMBLE**

THIS AGREEMENT IS MADE ON THE 8th day of September, 2007 between The Record, a division of Metroland Media Group Inc., 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.

## **ARTICLE 1 – RECOGNITION AND COVERAGE**

- (a) The bargaining unit shall comprise all employees of the Employer in its editorial department, save and except editor, managing editor, associate editor, editorial page editor, city editor, photo/graphics editor, news editor, sports editor, business editor, lifestyles editor, entertainment editor, deputy city editor, administrative supervisor, persons exercising managerial functions or employed in a confidential capacity in matters relating to labour relations within the meaning of section 1(3)(b) of the Labour Relations Act.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

- (a) 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 the employees, is the exclusive function and responsibility of the Employer, subject to the terms and conditions of this Agreement. All matters concerning the operations of the Employer not specifically dealt with herein shall be reserved to the Employer and be its exclusive responsibility.
- (b) The Publisher will have the sole right of determining the specific days and times when the paper shall be published.
- (c) The Employer will provide the Union with three (3) months notice before moving to regular Sunday publication, weekday morning publication, or publication on statutory holidays. After such notice is given the Employer shall, on request, meet with the Union to discuss the impact of such changes. The notice period may be reduced to one (1) month in the case of a competitive intrusion into Kitchener-Waterloo.

## **ARTICLE 3 – UNION REPRESENTATION**

- (a) The Employer recognizes the Union as the exclusive bargaining agent for all employees covered by this agreement.
- (b) Every employee covered by this agreement who is now, or hereafter becomes a member of the Union, shall maintain such membership.
- (c) The Union agrees that it will accept and retain in membership any employee subject to its constitution and bylaws.
- (d) The Employer agrees that there shall be no interference with, discrimination against or discipline of any Union representative for carrying out Union business outside working hours.
- (e) The Employer shall advise new employees that a collective agreement is in effect. A Union representative shall be allowed one-half hour during a new employee's first week of work to discuss the collective agreement and to sign the new employee into Union membership.
- (f) The Employer shall continue to provide the Union with its present bulletin board space and shall provide another site should the space disappear because of physical alteration of the workplace or a change in location of the workplace.

## **ARTICLE 4 – INFORMATION AND DUES DEDUCTION**

- (a) The Employer shall supply the Union, within thirty (30) days of signing of this agreement, with a list containing the following information for each member of the bargaining unit:
  - i) Name
  - ii) Address
  - iii) Date of Hiring
  - iv) Classification
  - v) Status (full-time or part-time)
  - vi) Experience rating
  - vii) Experience anniversary
  - viii) Salary
  - ix) Merit pay
- (b) Changes to the above information as well as notification as to resignations, retirements, deaths, leaves of absence together with effective dates shall be provided to the Union not later than one (1) month after they occur.
- (c) Union dues from all employees in the bargaining unit covered by this agreement shall be paid by automatic payroll deductions.
- (d) The Employer shall deduct from the regular salary of the covered employees an amount equal to the regular union dues in accordance with a rates schedule furnished by the Union. The dues schedule may be amended by the Union with one (1) month notice and the Employer shall adjust payroll deductions accordingly on the payday immediately following the notice period.
- (e) The Employer shall remit to the Union, not later than the 15th day of each month, all regular union dues collected during the preceding calendar month.
- (f) The Employer shall provide the Union with a monthly statement of the amount of dues remitted to the Union for every employee in the bargaining unit.

## **ARTICLE 5 – HOURS OF WORK**

- (a) The regular shifts for all full-time employees shall consist of seven and a half (7 1/2) hours (exclusive of any unpaid meal period) per day and thirty-seven and a half (37 1/2) hours per week. No employee shall be required without consent to work more than seven (7) days in a row.
- (b) The Employer agrees to discuss and consider proposals from the Union for a four-day workweek.
- (c) The employer policy regarding flextime shall remain in effect for the duration of this agreement.
- (d) It is understood that flextime refers to the movement of hours within the regular workweek and is not meant to be imposed on an employee to replace overtime.
- (e) All full-time employees shall be entitled to two (2) fifteen-minute paid breaks per shift.

## **ARTICLE 6 – SCHEDULES**

- (a) The Employer shall post work schedules for all employees not later than one (1) week in advance of the week for which they apply. For photographers a two-week schedule shall be posted at least two (2) weeks before it applies.
- (b) Employees shall be given notice of changes in shifts not later than noon of the preceding workday. Changes made after that time shall require the consent of the employee in question. A schedule showing days off shall be posted at least two (2) weeks in advance of the days off. No changes to the schedule shall be made within two (2) weeks of a day off unless the employee consents.
- (c) An employee shall not be required to begin one (1) scheduled shift sooner than eleven (11) hours following the end of another scheduled shift.

- (d) Employees required and authorized to work on scheduled days off shall be paid at the overtime rate for every hour worked with a minimum of four (4) hours pay at the overtime rate.
- (e) Except for employees whose regular shift extends beyond 6 p.m., no employee shall be scheduled to work past 6 p.m. on the day before a day off without his or her consent. Where an employee has booked vacation time of a week or more, the Employer will make an effort to schedule that employee's weekly days off immediately prior to that vacation.
- (f) The Employer recognizes the value to employees of having two (2) consecutive days off and will continue its efforts to schedule consecutive days off while taking into consideration the requirements of operations.
- (g) No employee shall be required to work a split shift unless he or she consents otherwise.
- (h) Where a particular shift is normally rotated, it shall be rotated among all employees in the work area doing similar work.
- (i) In the event of regular Sunday publication, the Employer will make every reasonable effort to staff weekend shifts with the most recently hired employees.
- (j) The Employer shall not unreasonably deny a request from two (2) employees performing similar duties to trade shifts.
- (k) The Employer's response to requests for days off will be given to employees within a maximum of three (3) days of submitting the request when such a request is made one (1) week or more in advance by the employee. All other requests will not be unreasonably denied.

## **ARTICLE 7 – OVERTIME**

- (a) Overtime shall be defined as work authorized beyond seven and a half (7 1/2) hours in a day or thirty-seven and a half (37 1/2) hours in a week. Authorization will not be unreasonably withheld. The overtime rate shall be one and a half times the regular straight time hourly rate.
- (b) Employees may elect to take time in lieu of cash at the overtime rate at a time mutually agreeable between the employee and the Employer. A request to take time owing shall not be unreasonably denied. Employees shall be allowed to accumulate overtime in a time bank to a maximum of sixty (60) hours at any one time. Vacation requests shall take precedence over requests for banked time off.
- (c) Employees shall be allowed to carry time-bank hours from one (1) calendar year to the next.
- (d) An employee called back to work after having left the office shall be guaranteed at least two (2) hours compensation at the overtime rate.
- (e) An employee called and asked to do additional work at home shall be compensated at the overtime rate for time worked.
- (f) Employees called in early for their shift by one (1) hour or more shall receive the overtime rate in cash for the time worked prior to the start of their regular shift or may take the equivalent time off at the end of the day.
- (g) Available employees performing the same duties will be offered scheduled overtime on a voluntary basis in order of seniority. Where no employee volunteers to perform the work, the work shall be assigned to the employee with the least seniority.

## **ARTICLE 8 – HIRING AND PROMOTIONS**

- (a) The Employer shall post a notice in the Editorial Department for ten (10) calendar days for all job vacancies or new positions in the bargaining unit, except editor, managing editor, associate editor. The Employer will also post Torstar internship opportunities as they become available. It is understood that the posting of positions excluded from the bargaining unit and Torstar internship opportunities is for information purposes only and that the remaining provisions of this agreement shall not be applicable to such postings.

- (b) The date of posting and the date the posting closes shall appear on the notice along with job classification and basic qualifications required. When a posting is revised the original posting shall remain on the board with a cancelled stamp on it, and the revised posting shall be attached to the original. The Employer shall ensure that all postings under paragraph 8(a) are also posted on the main Employer bulletin board. A copy of each posting will be forwarded to the Union Chairperson.
- (c) All candidates from within the bargaining unit who apply in writing, and who have not been interviewed for the same position in the preceding twelve (12) months, shall be granted an interview.
- (d) Employees shall be allowed to submit, in writing, standing applications for specific jobs.
- (e) The Employer will encourage the promotion of employees from within The Record and will attempt to promote from within whenever suitable candidates for promotion are available. Outside candidates will not be appointed to any vacant position within the bargaining unit until inside applications for such positions have been dealt with under the provisions of this article.
- (f) Where, in the opinion of the Employer, two (2) or more applicants for bargaining unit positions have relatively equal skill and ability, the employee with the most seniority will be awarded the job.
- (g) The Employer shall, on request, provide an explanation to an employee as to why his/her application was not successful and identify areas where improvement could be made.
- (h) The Employer will post a notice when beats are to be re-assigned. Employees will then have an opportunity to express interest in being assigned to a specific beat. The Employer will give consideration to such expressions of interest in making the decision on the assignment of the beats. This clause shall also apply when positions such as editor of special editorial sections are to be re-assigned.
- (i) New employees shall be on probation for three (3) months. The probationary period may be extended by mutual agreement. The Employer may dismiss a probationary employee for any reason whether the probationary period is extended or not, provided such dismissal is not otherwise arbitrary, discriminatory or in bad faith.
- (j) Employees who are transferred laterally or promoted to another classification where the job content is substantially different from their prior classification shall be on a trial period for forty-five (45) days. The Employer may, at any time during the trial period, return the employee to their former classification with no loss of seniority, or the employee may elect to return to their previous classification within the said timeframe. At the conclusion of a successful trial period the employee will be advised in writing that the promotion or transfer has been made permanent.
- (k) Employees shall be free to refuse promotions without penalty.
- (l) Age, sex, lawful union activity, sexual preference, race, creed, colour, national origin, marital or family status, political beliefs, or handicap are not barriers to employment or promotion with the Employer, and the Employer agrees that this policy shall continue.
- (m) Where there is the creation of a new bargaining unit position or a significant change to an existing bargaining unit position, which involves a new title or change in title, the Employer will notify the Union and will discuss any disagreements with the Union. Notification to the Union will be prior to announcing the new position.

**ARTICLE 9 – VACATIONS**

- (a) A calendar year system shall be used for allocating vacations. Employees who have completed the specified period of service by July 1 of each year shall receive annual paid vacation on the following basis:

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

Employees in their first calendar year of employment will receive vacation with pay for that year at the rate of 1 1/4 days for each month's service to a maximum of fifteen (15) days.

Employees with twenty-five (25) years of service shall also receive one (1) additional day during their twenty-fifth (25th) anniversary year.

- (b) Employees may receive their vacation pay in advance provided the request is made to the Administrative Supervisor at least two (2) weeks before the payment is required.
- (c) In arranging the vacation schedule, the Employer shall determine the number of employees needed at all times in order that there be no interference in the operation of the department.
- (d) When a paid holiday occurs during an employee's vacation period, the employee shall be entitled to an extra day off at a time to be mutually agreed between the employee and the Employer.
- (e) 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.
- (f) Employees who terminate for any reason shall be entitled to a paid vacation or pay in lieu on a pro-rated basis for the vacation year in which the termination occurs. In the case of death, such vacation credit shall be paid to the employee's estate.
- (g) Employees shall have the option of carrying over a maximum of two (2) weeks of vacation from one calendar year to the next. Those weeks must be used in the first three (3) months of the new year or be forfeited. Where mutually agreed, the vacation may be carried over until the end of April.
- (h) An employee who, during the applicable vacation year, has an unpaid leave of absence in excess of one (1) month or, in the case of pregnancy and parental leave six (6) months, shall have the vacation period and pay adjusted on a pro-rata basis.
- (i) An employee who is absent from work due to illness or injury for a minimum of five (5) days prior to the commencement of the employee's scheduled vacation, shall be allowed to reschedule all such vacation provided the employee's illness or injury is supported by a medical certificate and the employee's request to reschedule such vacation is given prior to the start of the vacation. Such vacation time shall be rescheduled by mutual agreement between the employee and the Employer.
- (j) In the first circulation of the vacation schedule, full-time employees shall be entitled to two (2) consecutive weeks during the summer vacation period.
- (k) Vacations in each vacation group shall be arranged by the Employer according to seniority. However, no employee shall be allowed to schedule more than two (2) weeks vacation in prime vacation time until all other employees in the vacation group have had a chance to schedule their vacations. Prime vacation time shall be defined as the period between the second Sunday in June to the second Sunday in September, the weeks of the March school break and the two (2) week Christmas school vacation period.

Employees shall provide the Employer with preferred vacation dates by February 15 for that year.

Employees who fail to select vacation dates by February 15 may lose the privilege of selection to which their seniority entitles them. Vacation schedules shall be arranged and posted by March 15.

- (l) If an employee's scheduled vacation falls within a period during which the employee is primarily assigned to work outside of day shift hours, the employee shall be paid his/her normal shift differential while on vacation.
- (m) If an employee's scheduled vacation falls within a period during which the employee is temporarily assigned to a higher classification for four (4) weeks or more, the employee shall be paid his/her vacation pay during that period at the higher classification rate.



## **ARTICLE 10 – PAID HOLIDAYS**

- (a) All employees shall be entitled to the following holidays with full pay: New Year's Day, Family Day (effective January 1, 2008), Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.  
The Employer shall allow another religious holiday to be substituted for a mutually agreed listed paid holiday.
- (b) Employees shall be entitled to two (2) additional holidays with full pay. The days may be taken at any time during the year; however, it must be agreed upon by the employee and the department head at least two (2) weeks in advance.  
If and when a government declares another paid holiday, the number of additional paid holidays will be reduced by one (1) and the newly declared paid holiday will be added to the list in paragraph (a).
- (c) Employees required to work on Christmas Day or Good Friday will be paid twice their straight time rate of pay, for a full shift as a minimum, in addition to their regular weekly salary. Employees required to work on other paid holidays will be paid one and one half times their straight time rate of pay for a full shift as a minimum, in addition to their regular weekly salary.  
Work on holidays shall be offered to all employees in the work area on the basis of seniority on a rotating basis. Where no employees volunteer to work on a holiday, employees will be assigned to work on a rotating basis in reverse order of seniority.  
Volunteering to work on a statutory holiday will not alter an employee's position on the involuntary assigned list. When an employee has been assigned to work on a holiday, his/her name will go to the bottom of the list. The seniority list for statutory holiday work will continue from year to year.
- (d) An employee whose scheduled day off falls on a paid holiday shall receive an additional day off at a mutually agreed time.
- (e) In a week during which one or more paid holidays occur, the workweek shall be reduced by an equivalent number of shifts. An employee who is assigned to work a shift beyond these straight time shifts will be paid for such work at the overtime rate with a minimum of four (4) hours pay at the overtime rate.
- (f) For regularly scheduled night shift employees (employees whose majority of shift is between 6:00 p.m. and 6:00 a.m.) whose normal work schedule would have required the employee to work a shift preceding a paid holiday that becomes unnecessary due to the existence of the paid holiday, the employee will observe that shift as the paid holiday. An employee affected by this provision will have the right of first refusal for the shift that immediately follows the shift so observed before the shift is offered to other employees under the provisions of paragraph (c). If the employee refuses the shift, he or she has the option of using available time bank hours, vacation time or as a day under paragraph (b) of this article in order to qualify the day as paid time off. Employees will be paid in accordance with paragraph (c). Employees referred to in 10 (f) who work on a statutory holiday will receive double-time for all hours worked.

## **ARTICLE 11 – BENEFITS AND SICK LEAVE**

- (a) The Employer shall maintain the existing Group Life and Health Insurance policy, or a plan providing at least equal benefits, in effect at the signing of this agreement during the life of this agreement.
- (b) The drug plan includes drugs which legally require a prescription, a pay-direct drug card and a \$25 annual deductible. (See attached letter.)
- (c) i) New employees are eligible to be insured on the first day of the month following three (3) months of continuous employment.
- ii) The maximum reimbursement on dental coverage to such employees during their first year of employment is \$500 for diagnostic, preventative and minor restorative and a further \$500 on major restorative.

- (d) The Employer's existing sick leave plan and long term disability plan shall continue during the life of this agreement. Employees hired September 17, 2007 or after, will not have access to the accumulated sick leave program.
- (e) By February 15 of each year, each employee shall receive a record of his/her accumulated sick leave.
- (f) Full-time employees who become part-time employees shall retain their accumulated sick time for use as a part-time employee. If these part-time employees become full-time again, they will be entitled to retain their unused accumulated sick leave for use as a full-time employee.
- (g) Employees may use time from their time bank or flex time for medical appointments. Such use of time owing will not be unreasonable denied.
- (h) In consideration for the provision of the improvement to the employee benefit package the Union, on behalf of the employees, releases the Employer from any obligation it might have hereafter to pay to employees any Employment Insurance rebate available due to the existence of The Record sick leave plan. The Union, on behalf of the employees, acknowledges that the employees will benefit from the reduction of the Employer's Employment Insurance premiums in an amount at least equal to 5/12 of such reduction. The rebate received by the Employer shall be used by the Employer to defray part of the costs associated with the provision of the improved benefit plan.
- (i) The Employer will not pay for first/basic medical documentation required as a result of absence, but will pay for additional medical information when requested by the Employer.
- (j) Where, as a result of conflicting medical assessments, either party may request an independent medical evaluation (IME). The Employer and the Union will mutually agree on a suitable IME provider.

## **ARTICLE 12 – PENSION**

- (a) The Employer shall, during the life of this agreement, maintain the Pension Plan in effect at the signing of this agreement or a plan providing at least equal benefits.
- (b) Where the Employer maintains a Pension Committee, the Union shall be entitled to appoint up to two (2) Editorial employee representatives to the Committee.
- (c) The Employer and the Union agree to form a joint pension committee made up of equal numbers from each party to facilitate communication between the Employer and employees regarding the pension plan.

## **ARTICLE 13 – HEALTH AND SAFETY**

- (a) The Employer shall maintain a safe and healthy work environment for all employees and maintain the workplace in conformity with federal, provincial and local health and safety laws and regulations.
- (b) The union shall appoint an employee representative to the company-wide health and safety committee.
- (c) The Employer agrees to provide computer terminal glare screens when requested. Employees requiring glasses for computer terminal use will be reimbursed to a maximum of \$150.00 every two (2) calendar years.
- (d) A pregnant employee who normally works on computer terminals shall, upon request, be re-assigned to work that does not involve use of computer terminals with no loss in pay when such work is available providing the employee is qualified to perform the work. When such work is not available, or if the employee is not qualified to perform the work, the employee may apply for and shall be granted a leave of absence without pay and benefits for the duration of the pregnancy. The Employer will consider a request from a pregnant employee to be allowed to perform her work with a method that does not involve the use of computer terminals if such a method is practical.
- (e) The Employer recognizes the value of providing a variety of tasks for those whose primary function is to work at a computer terminal. To this end, five (5) minutes of every hour spent working at a computer terminal shall be occupied with tasks not involving a computer terminal, or when there are no such tasks, such time shall be taken as a break.

- (f) The Employer will contract the services of a professional diagnostic and treatment clinic(s) accessible to Record employees. The full cost of these services will be borne by the Employer for up to six (6) months. Such diagnostic testing or treatment is not a condition for eligibility of sick benefits. Under no circumstances will an employee be required to undergo such diagnostic testing or treatment over the objection of his/her physician.
- (g) The Employer shall maintain adequate lighting in The Record parking lot to help ensure the safety and security of employees.
- (h) The Employer shall appoint a staff member to have responsibilities for ergonomics.
- (i) The Employer will continue its practice of providing CPR and First Aid training.
- (j) The Employer and the Union recognize the value of modified work to allow an injured employee to continue and/or return to work. The Employer will make every reasonable effort with the cooperation of the Union, to accommodate such an employee by modifying his/her hours of work, existing job or assigning the employee to another job to match his or her capabilities.

#### **ARTICLE 14 – GRIEVANCE AND ARBITRATION PROCEDURE**

- (a) Grievance means any difference between the parties bound by the Agreement concerning its interpretation, application or alleged violation thereof.
- (b) Employees shall have the right to Union representation in any grievance or disciplinary meeting. Representative of the Union shall include any elected officer of the Union or shop steward recognized by the Union.
- (c) Efforts to resolve grievances, up to but not including arbitration, shall be made on Employer time. The grievor(s) may be present for any formal meeting throughout the grievance and arbitration procedure.
- (d) The following grievance procedure shall be observed:
  - Step 1 An employee, accompanied by a Union representative, if desired, shall within fourteen (14) days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the grievor, raise the matter orally with the employee's immediate supervisor. The supervisor shall reply to the grievance within seven (7) days.
  - Step 2 If the employee is not satisfied with the outcome of the discussions described in Step 1 above he/she may proceed to the second step of the grievance procedure. In such cases, the employee, accompanied by a Union representative, will, within fourteen (14) days of the reply at Step 1, present the grievance in writing to the Editor. The grievance shall be answered in writing within seven (7) days of receipt of the grievance.
  - Step 3 If the two parties are unable to agree at Step 2, then within seven (7) days of receipt of an answer at Step 2, the employee and the Union shall take up the grievance in writing with the Publisher (or his/her representative). The answer at this Step must be given in writing within seven (7) days.
  - Step 4 If the two parties are unable to agree at the third step, then, the party raising the grievance may refer the matter, including any dispute as to whether the matter is arbitrable, to arbitration within twenty-one (21) days of the reply in Step 3.
- (e) In general, it is intended that grievances which are not resolved by Step 3 shall be submitted to a single arbitrator; however, either party may elect to submit a grievance to an Arbitration Board of three (3) members, in which case the other party shall comply. The referral to arbitration shall include a list of names for a single arbitrator or the name of a nominee to the arbitration board of the party requesting arbitration. The recipient of the referral shall, within five (5) days, notify the other party in writing of its acceptance of one of the proposed arbitrators, or submit its own list of single arbitrators, or in the case of establishing an arbitration board, submit its nominee to the arbitration board.

- (f) The parties shall endeavour within five (5) days to agree upon a single arbitrator, or in the case of an arbitration board, the nominees shall endeavour to agree on a chairperson for the arbitration board, and where a single arbitrator or a chairperson cannot be agreed to or where either side fails to appoint a nominee to an arbitration board, the Minister of Labour of Ontario may be asked to make the appointment.
- (g) The Board of Arbitration or single arbitrator shall convene a hearing as soon as possible to hear and determine the matter. The arbitrator or Board shall issue a decision and the decision shall be final and binding upon the parties and upon any employee and Employer affected by it. In the case of an Arbitration Board, the decision of the majority is the decision of the Board but if there is no majority decision, the decision of the Chair shall govern.
- (h) Each party shall pay the fees and expenses of its appointee to an Arbitration Board and the Employer and the Union shall each pay one-half of the fees and expenses of the Chair or the single arbitrator.
- (i) By mutual agreement between the Employer and the Union, and in the case of an Employer or a Union grievance, or in the case of a grievance involving the suspension or discharge of an employee, the processing of a grievance may begin at the third stage.
- (j) It is intended that grievances shall be processed as quickly as possible. If the grieving party does not appeal the grievance to the next successive stage within the specified appeal time limit, the grievance shall be deemed to be abandoned and shall not thereafter be reinstated. If the responding party does not answer the grievance within the specified answer time limit for each stage, then the grievance shall automatically proceed to the next higher stage.
- (k) Time limits in this article may be extended by mutual agreement. In all cases, days means calendar days.

## **ARTICLE 15 – LEAVES OF ABSENCE**

### **(a) General Leave**

Any employee may submit a written request to the Editor for leave of absence without pay specifying the reason for and duration of the leave. Requests will not be unreasonably denied but will be given due consideration based on their merits and the requirements of operations. For the first six (6) months of a leave, the Employer shall continue the benefits under Article 11 (a).

### **(b) Bereavement Leave**

Employees are permitted three (3) days off with pay in the event of the death of a father, mother, spouse, child, step-child, step-father, step-mother, father-in-law, mother-in-law, brother, sister, step-brother, step-sister or grandparent. Three (3) days will also be permitted for any other relative who lives with the employee. Two (2) days will be permitted in the event of the death of a grandchild, brother-in-law or sister-in-law. One (1) day off with pay will be permitted in the event of the death of a spouse's grandparent.

Common-law equivalents and equivalents in same-sex relationships shall be recognized for equal treatment under this clause.

A day's leave of absence with pay shall be granted to any employee serving as a pallbearer at a funeral.

### **(c) Pregnancy and Parental Leave**

- i) Pregnancy and Parental Leave eligibility shall be granted in accordance with the Employment Standards Act.
- ii) The Employer requests two (2) weeks' notice before the beginning of the leave, and at least four (4) weeks' notice with respect to the employee's return to work date.
- iii) Maternity or pregnancy leave covers the employee who gives birth to a child, and the employee is entitled to take up to seventeen (17) weeks of leave.
- iv) Parental leave is available to both parents of a child, and the employee is entitled to take up to thirty-seven (37) weeks of leave. Parental leave language also covers adoption situations.

- v) The Employer shall continue to pay the full cost of all benefits for the duration of the employee's maternity and parental leave.
- vi) An employee on pregnancy leave who qualifies for Employment Insurance benefits shall receive the following Employer paid weekly paid supplemental benefit:
  - a) For the two (2) week waiting period, employees will receive an amount equal to the Employment Insurance benefit level. The applicable deductions from their pay for the two (2) week period shall be made;
  - b) For the remaining portion of their leave, not to exceed fifteen (15) weeks, the Employer will pay the employee ten (10 %) percent of their regular weekly salary.
- vii) On his/her return to work the employee will be entitled to return to the same position held prior to the leave or one comparable to it.
- viii) Benefits under this article shall be available to same-sex couples.

**(d) Court Duty**

Should an employee be required on his or her regular work day to report for jury duty or is subpoenaed to testify before a court of law, coroner's inquest, Parliamentary Inquiry or Royal Commission, the employee will be paid his or her regular salary for the day. Any reimbursement received from the court will be signed over to the Employer. An employee will not be entitled to any pay under this article if he or she is a party or principal in any of the aforementioned proceedings unless a party or principal as the result of performing the employee's duties for the Employer.

**(e) Paternity Leave**

Employees shall be entitled to paternity leave on the following basis:

- i) The Employer shall grant up to three (3) days time off with pay following the birth of a child or following the adoption of a child.
- ii) Employees may request unpaid paternity leave under the provisions of section (a) above;
- iii) This clause applies equally to natural or adoptive parents.

**(f) Union Leave**

On reasonable notice and subject to requirements of the operation, employees elected or appointed to the Union negotiating committee shall be granted a leave of absence without pay for attending negotiating sessions and meetings to prepare for bargaining.

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

If an employee is elected or appointed to a position in the Union, or Local of the Union, such an employee, upon the employee's request, shall be given a leave of absence without pay and shall be reinstated in the same or comparable position on the expiration of such leave. This leave will be granted to not more than one (1) employee at a time, and for not longer than one (1) calendar year, which may be extended on mutual consent.

**(g) Compassionate Care Leave**

Employees can receive compassionate care benefits up to a maximum of six (6) weeks plus two (2) weeks for waiting period if they have to be absent from work to provide care or support to a gravely ill family member with a significant risk of death within twenty-six (26) weeks. Total period of the leave required: up to eight (8) weeks.

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

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

- i) For the two (2) week waiting period, an employee will receive an amount equal to the Employment Insurance benefit level. The applicable deductions from their pay for the two (2) week period shall be made;
  - ii) For the remaining portion of their leave, not to exceed six (6) weeks, the Employer will pay the employee ten (10) percent of their regular weekly salary.
- (h) An employee granted a leave of absence shall, except for advancement on the wage grid, accumulate seniority for up to six (6) months while on such leave of absence. The employee shall retain all seniority accumulated prior to the start of such leave. Notwithstanding the above, an employee on pregnancy or parental leave shall accumulate seniority and advance on the salary grid for the full duration of the leave.
- (i) The Employer policy regarding dependent and elder care shall remain in effect for the duration of this agreement.

**ARTICLE 16 – JOB SECURITY**

- (a) When it is determined by the Employer that a reduction in the work force is necessary, not less than four (4) calendar weeks notice shall be given to the Union and the employees affected. At the request of either party, the Employer and the Union shall meet during the notice period to discuss possible alternatives to the layoff. Employees shall be laid off in reverse order of seniority in each classification provided those remaining are qualified to perform the work required. During the notice period, the Employer will request voluntary resignations from employees in the classifications involved, and shall pay severance pay to volunteers in accordance with this agreement. The number of employees to be laid off shall be reduced accordingly. It is understood that employees voluntarily resigning will thereby waive their rights to recall.
- (b) If there is a layoff, the employee(s) affected may choose, in order of seniority, within three (3) weeks of notice, to bump employees with less seniority. Full-time employees may bump other full-time employees or part-time employees and part-time employees may bump other part-time employees or full-time employees provided they have more seniority than the employee they choose to bump. Employees who choose to bump may bump either those with less seniority in the same classification or those with less seniority in a classification in which they are, in the opinion of the Employer, competent to perform the work. Employees shall be permitted a trial period of thirty (30) days to demonstrate their competence to perform the job they claim. An employee who chooses not to bump shall receive severance pay in accordance with this agreement.
- (c) An employee displaced under clause (b) above may similarly elect within two (2) weeks to bump into another classification in which the employee is, in the opinion of the Employer, competent to perform. The employee shall also be permitted a trial period of thirty (30) days to demonstrate his or her competence to perform the job claimed.
- An employee who has transferred into a lower rated classification in accordance with clause (b) shall retain first recall rights to the employee's previous classification when a vacancy occurs therein.

- (d) An employee who has reverted to a lower salary group, and whose salary is higher than the maximum of this group, shall be “red-circled” and continue to receive the higher salary at the rate of one (1) month per year of service to a maximum of eighteen (18) months, at which time they shall revert to the highest rate of their new classification.
- (e) Laid-off employees, or those who bumped into lower classifications, shall be placed on a recall list in order of seniority and the Employer shall fill vacancies according to that list. A laid-off employee may refuse to accept temporary work without his or her recall rights being affected, and a laid-off full-time employee may refuse to accept part-time work without his or her recall rights being affected. A laid off part-time employee may refuse full-time work without his or her recall rights being affected. Laid off employees shall be removed from the recall list when their seniority is lost as outlined in Article 18(b).
- (f) During a layoff, seniority will be frozen. If the employee is recalled to regular employment, seniority will be restored to the frozen level.  
An employee on the recall list shall have the option of buying his/her benefits package for the period he or she is on the list.
- (g) Notice of recall shall be sent to the employee by registered mail, with a copy to the Union office at the same time by registered mail.
- (h) Except in the case of a change in classification, there shall be no pay cuts for any employee during the term of this collective agreement.
- (i) For employees who have completed their probationary period, there shall be no discipline, suspension or dismissal except for just and sufficient cause.
- (j) Employees shall be trained at the Employer's expense during working hours to use new technology and methods in their work.
- (k) The Employer shall notify the Union at least three (3) months in advance of the introduction of major changes in equipment or technology used by it in its operations. During this period, on the request of either party, the parties shall meet to discuss the impact of such changes. Where such a change in equipment or technology causes the elimination of positions, the Employer shall offer, to affected employees, retraining for job vacancies within the bargaining unit. Where no job vacancies exist or where the employee cannot be retrained within a reasonable period of time, the Employer may layoff staff in accordance with this article.
- (l) There shall be no change in an employee's job status (full-time/part-time) without the employee's consent. The Employer shall make a reasonable effort not to transfer an employee against his or her wishes to another classification.
- (m) No employee will be laid off as a direct result of the increased use of freelancers.

## **ARTICLE 17 – SEVERANCE**

- (a) An employee who has completed his/her probationary period and who is terminated as a result of a staff reduction shall receive severance pay in the amount of one (1) week's pay for each six (6) months of service or major fraction thereof, with a maximum of fifty-two (52) weeks pay.
- (b) An employee who is on the rehiring list and is recalled prior to the end of the period for which he/she received severance pay shall refund the unexpired portion of the severance pay upon his/her return.

## **ARTICLE 18 – SENIORITY**

- (a) Seniority shall be determined by an employee's length of continuous service with the Employer. In the event a bargaining unit member accepts a transfer or a promotion to an excluded position the employee shall not accrue seniority. However, the employee shall retain his/her right to return to the bargaining unit provided the leave has not exceeded one (1) year and have his/her seniority date reinstated from the date they accepted the new position.

- (b) An employee's continuity of service shall be broken, seniority lost, and employment terminated when he or she:
  - i) voluntarily terminates his or her employment;
  - ii) is laid off by the Employer for a period exceeding twenty-four (24) consecutive months;
  - iii) fails to report for work within fourteen (14) days after being notified by the Employer of recall following layoff;
  - iv) is terminated for just and sufficient cause;
  - v) fails to report for work after the end of an authorized leave of absence without providing a reason satisfactory to the Employer.
- (c) The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union annually not later than March 31st of each year.
- (d) In the event of a layoff under Article 16, the seniority for part-time employees shall be converted to full-time equivalent seniority. A part-time employee shall have his or her seniority converted 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 value of such part-time service, assuming five (5) normal working shifts per week. Having calculated the equivalent full-time service value of such part-time service, the employee shall be awarded a new seniority date based upon the equivalent full-time service. (E.g., a part-time employee who worked one (1) day each week for five (5) years would be awarded the equivalent of one (1) year of regular full-time service and his or her seniority date would be amended to reflect this accumulated service).

It is understood that the Employer may not have records of employees' part-time hours worked before January 1, 1985. Where the Employer does not have records pre-dating 1985, employees shall be credited with twenty-one (21) hours per week for each week worked as a part-time employee from their date of hire until January 1, 1985. Where an employee can establish, to the satisfaction of the Employer and the Union, the amount of actual hours worked as a part-time employee from their date of hire until January 1, 1985, the employee shall be credited with the greater of their actual hours worked as a part-time employee from their date of hire until January 1, 1985 or twenty-one (21) hours per week for each week worked as a part-time employee from their date of hire until January 1, 1985. These hours shall be added to any other part-time hours worked by the employee when converting part-time hours to equivalent full-time hours in this Section.

Full-time employees who worked as a part-time employee shall use the same formula to convert their part-time service to equivalent full-time status and have their seniority date adjusted accordingly. This seniority date will be used in determining the application of seniority rights under Article 16.
- (e) Employees who have the same start date shall have their seniority determined alphabetically by their surnames on their start date.

## **ARTICLE 19 – TEMPORARY EMPLOYEES**

- (a) A temporary employee is one who is hired to:
  - i) cover a leave of absence due to maternity or other reason for the duration of the leave;
  - ii) cover vacation absences for a maximum continuous period of four (4) months;
  - iii) work on a special Editorial project or for a specified time, in either case, not to exceed four (4) months. The Union shall be notified in writing as to the nature and duration of such temporary hiring.

The time limits referred to above may be extended by mutual agreement of the Union and the Employer.

- (b) Temporary employees shall not be used to reduce, displace or eliminate full-time employees.
- (c) The probationary provisions of article 8(i) apply equally to temporary employees.



- (d) After completion of six (6) months worked, temporary employees hired before September 17, 2007:
  - i) working on a full-time basis will be eligible for full-time healthcare benefits with the exception of Short Term Disability (STD) and Long Term Disability (LTD). They will be eligible to receive paid sick leave for up to one (1) day per month; or,
  - ii) working on a part-time basis will be eligible for part-time healthcare benefits.

## **ARTICLE 20 – JOB SHARING**

- (a) Any two (2) employees doing similar work may propose to share a full-time job. Such arrangements will be subject to management approval, taking into account the needs of both the employees involved and the Employer, but such approval shall not be unreasonably withheld.
- (b) Employees involved in job-sharing arrangements shall, for the duration of the arrangement be classified as regular part-time employees and shall be covered by the part-time addendum to this contract.
- (c) If one (1) of the employees participating in a job-sharing arrangement leaves the employ of the Employer or returns to a full-time position, the other participant has the right to fill the former job-shared position on a full-time basis or to find another member of the bargaining unit to continue the job-sharing arrangement. The substitute job-sharing arrangement will also be subject to management approval, but such approval shall not be unreasonably withheld.

## **ARTICLE 21 – TRANSFERS**

- (a) Transfers to a work location more than fifty (50) kilometers from The Record head office or to a position outside the bargaining unit shall not be made without the consent of the employee.
- (b) When an employee is transferred to or from a work location as outlined in (a) above, the Employer shall bear reasonable transportation and moving costs of the employee and family.
- (c) Financial arrangements, including but not limited to possible accommodation supplements, relating to the proposed transfer will be discussed in advance with the employee. Employees so transferred shall be paid a weekly supplement in accordance with current practice. Such supplement shall rise by the same percentage and at the same time as the general wage increase under this agreement.

## **ARTICLE 22 – EXPENSES**

- (a) The Employer shall pay all approved expenses incurred by an employee in the service of the Employer, if supported by vouchers or receipts when normally obtainable.
- (b) Upon ratification, the Employer shall compensate employees who drive their own vehicles on company business at the rate of thirty-six and eight tenths (36.8) cents per kilometre. Thereafter, effective March 1 of each year, increase or decrease the applicable rate by the Consumer Price Index for transportation in Ontario as reported by Statistics Canada in their January to December Annual Average Indexes. The resulting rate will be rounded to one decimal (i.e.  $33+2\%=33.66$ , therefore rounded to 33.7 cents). However, the mileage rate shall not fall below thirty-three (33) cents per kilometre for the duration of the collective agreement.
- (c) Employees required to use their automobile on company business will be reimbursed for business insurance to a maximum of two hundred and fifty dollars (\$250.00) per year. The employee will furnish proof of insurance to the Employer on request.
- (d) The Employer shall continue its present practice of paying for meals when employees are on out-of-town assignments.
- (e) The Employer shall, on reasonable notice, provide a reasonable cash advance on expenses for out of town assignments.
- (f) The Employer shall consider requests for reasonable compensation for damage to personal property incurred as a result of an employee performing his or her duties.

- (g) The Employer shall reimburse employees for parking tickets obtained on Employer business where the Employer agrees that obtaining the ticket was unavoidable.
- (h) The Employer will reimburse employees for one half of the deductible portion of insurance coverage to a maximum reimbursement of \$250 per incident, for physical damage to an employee's automobile while driving on assigned company business. The employee will provide the Employer with evidence of the nature, extent and timing of the damage and of the incident giving rise to the damage in a form acceptable to the Employer.
- (i) Where a photographer's regular vehicle is disabled, the Employer shall provide limited subsidization of the cost of substitute transportation. The amount of subsidization will be limited to one half of any excess of the documented rental cost of a substitute vehicle over the amount that the employee will receive as mileage allowance. This provision will not apply for a vehicle temporarily unavailable routine maintenance.
- (j) The Employer will pay where an employee is assigned, the cost of passports and inoculations required for assignment destination. Passport provision and renewal fees will be based on assignment requirements as determined by the Employer.

### **ARTICLE 23 – INDEMNIFICATION**

- (a) The Employer will provide legal counsel of its choice for the defence of any employee facing civil lawsuit or criminal charges as a result of work published by the Employer or an act of any employee in the performance of a job function, provided that the employee has acted responsibly and within the scope of employment.
- (b) If an employee is provided with legal counsel as noted above, said employee shall not suffer loss of wages, benefits or employee status while civil lawsuit or criminal charges are being defended.

### **ARTICLE 24 – OUTSIDE ACTIVITIES**

- (a) 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 employee's connection with the Employer.
- (b) Editors, reporters, photographers and graphic artists must not prepare material for political parties or political candidates.
- (c) Articles written by employees on their own time shall first be offered to the Employer for use in its publication. Employer acceptance or rejection of articles shall be given within five (5) days. Where the Employer has rejected an article, the employee may submit it to a non-competing publication.
- (d) Where a reporter is assigned to take a photograph outside the Record's normal coverage area, or a photographer is assigned to write an article outside the Record's normal coverage area, that employee shall be paid a premium to be mutually agreed between the Employer and the employee.

### **ARTICLE 25 – PERSONAL RECORDS**

- (a) On reasonable notice, employees shall have the right to review personnel, performance and any other files related to them, which are kept by the Employer.
- (b) Upon request, employees shall be provided with copies of material they have the right to review under paragraph (a) above.
- (c) 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.
- (d) Derogatory material shall be brought to the attention of an employee before being entered into the Employer's records.
- (e) The Employer will remove references to disciplinary action from an employee's record after twenty-four (24) months have elapsed, provided there has been no further disciplinary action taken during that time.

## **ARTICLE 26 – HARASSMENT**

- (a) The Employer shall maintain a workplace free from unwelcome sexual solicitation, advances, reprisals or threats by a person in a position to confer, grant or deny a benefit or advancement to the employee or by another co-worker.
- (b) The Employer shall continue its efforts to maintain a workplace free from any form of harassment.

## **ARTICLE 27 – PROFESSIONAL ACTIVITIES**

- (a) Except for columns and opinion pieces, the Employer shall not use bylines, credit lines, pictures, caricatures or other forms of personal identification over an employee's protest.
- (b) The right of an employee to express to the Employer concern over matters he/she feels may violate acceptable or ethical newspaper practice is hereby confirmed.
- (c) The Employer will not publish a correction or apology in respect of an employee's work until a reasonable effort has been made to discuss the matter with the employee.
- (d) Published corrections shall indicate when mistakes are due to editing or typographical errors.
- (e) An employee whose work or person is mentioned in a reader opinion shall be given a copy of such opinion, prior to publication, whenever possible. While the employee has the right to discuss the contents of such opinion, the final decision as to whether the opinion will be published shall rest with the Employer. Where the employee, within two (2) working days, establishes to the satisfaction of the Employer the falsehood of any material, such material will not be published.
- (f) No employee shall be required by the Employer to give custody of, or disclose any knowledge, information, notes, records, documents, films, photographs or tapes or the sources thereof to any party other than the Employer. The Employer agrees that the foregoing shall not be released to any other party without discussing the matter with the employee, providing the employee is available.
- (g) The Employer shall inform the employee of any demand for surrender, disclosure or authentication of any material produced by the employee.
- (h) The Employer shall not submit any material produced by an employee to any competition or contest without the consent of the employee, except when such material is part of a group project, in which case the employee will be consulted before the material is submitted.
- (i) The Employer shall attempt to protect employees against unauthorized use of employees' work.
- (j) Whenever substantial changes are made to a story, column or opinion piece, a reasonable effort will be made to discuss the changes before publication of the story, failing which the byline or credit line shall not be used.
- (k) The Employer and the Union shall establish a joint committee to meet when necessary, during daytime working hours, to discuss matters of common concern.
- (l) No employee in the bargaining unit shall be required without consent to provide written performance reports on another employee in the bargaining unit. When a performance evaluation is being done, a bargaining unit employee may request that such evaluation be done by an excluded employee.

## **ARTICLE 28 – PROFESSIONAL DEVELOPMENT**

- (a) The Employer shall pay the registration fees for all educational courses and related books that benefit an employee in his or her work. Approval must be obtained in advance. Half the payment shall be made at the beginning of the course, and half upon completion.
- (b) The Employer shall pay half the registration fees for job-related professional seminars or conferences. The Employer shall also reimburse employees for half the reasonable travel expenses up to a maximum of \$200 annually for attendance at such events. Approval for such seminars and conferences shall be obtained in advance.
- (c) Employees who attend job-related professional seminars or conferences on a normal working day shall be paid for that day. Approval must be obtained in advance.

- (d) The Employer shall pay the full cost, including expenses, for any employee required by the Employer to attend a job-related seminar or conference.

**ARTICLE 29 – MISCELLANEOUS**

- (a) The Employer shall continue its policy of offering employee discounts.
- (b) The parties agree that no employee shall be discriminated against or harassed on the basis of lawful union activity, Union membership or non-membership, age, sex, sexual orientation, race, ancestry, creed, colour, place of origin, ethnic origin, citizenship, marital or family status, political beliefs, handicap or record of offences.  
The Employer will ensure the workplace is accessible to the disabled.
- (c) No freelancer shall be assigned a shift without consent of the Union.

**ARTICLE 30 – WAGE CONDITIONS**

- (a) In the application of the wage schedule attached hereto as Schedule A, experience shall, for Groups A through F, include all experience in comparable work. For Groups G through L, experience must be directly comparable to the work being done at The Record and experienced within one (1) year prior to joining The Record.  
An employee shall be classified as to job title and experience rating at the time of employment. An employee will advance to the next experience step-up after six (6) months and every six (6) months thereafter until the top minimum for the job classification is reached.  
Any grievance regarding the experience rating may be raised with the Employer within twenty-one (21) days of the completion of the probationary period.  
Employees who have reached job rate (top minimum) in their classification and who are temporarily transferred to a higher classification shall progress through the grid of the higher classification according to hours worked in the classification.
- (b) Employees permanently transferred or temporarily assigned for one (1) hour or more to a higher paid classification shall receive the rate of the higher classification next higher in dollars to the rate they received in the lower classification. Employees who volunteer to work in a lower classification temporarily shall not suffer loss of pay.  
The new rate shall be a minimum of \$5.30 in 2007 and \$5.40 in 2008 a shift more than their regular salary. Employees who work temporarily in excluded positions shall be paid a minimum of \$10.40 in 2007 and \$10.60 in 2008 per shift more than their regular salary. These differentials will be pro-rated for employees whose shifts are less than seven and one half (7.5) hours and will be adjusted annually by the amount of the annual general increase to the next higher nickel.  
When Employees are scheduled to work during their shift or portion thereof as a Section Copy Editor (e.g. Entertainment, Lifestyles, Sports, Business, Travel, Wheels) and Page Release they shall receive a \$5.00 job premium.
- (c) Day shift hours will be defined as 6:30 a.m. to 6:00 p.m. When scheduled hours are worked outside these hours, shift differential shall be paid as follows:
  - up to two (2) hours..... \$10.00
  - up to three (3) hours..... \$12.00
  - more than three (3) hours..... \$15.00The above shift differentials are not applicable to overtime hours except in the case of an employee who works the majority of hours of an additional shift (as defined in Section 5 (a)), in which case the shift differential shall apply. Shift differentials will be pro-rated for employees whose shifts are less than seven and one-half (7 1/2) hours.
- (d) There shall be no reduction in any employee's salary due to transfer or reclassification unless the employee has voluntarily transferred to a lower classification.
- (e) The Employer will continue its existing policy with respect to the Deferred Salary Leave Plan for the term of the collective agreement.

(f) The current practice of grid adjustments will include mathematical rounding up to the next highest dollar.

**ARTICLE 31 – HUMANITY FUND**

The Employer shall in each pay period, deduct \$0.01 per hour for all regular hours worked from the wages of employees covered by this Collective Agreement. The employee shall notify the Employer of their intent to enrol in the Fund.

The monies so deducted shall be remitted to the charitable foundation known as the CEP Humanity Fund no later than the 15th day of the month following the month in which the hours were worked. The Employer shall also include with the remittance the number of employees for whom contributions have been made.

All such employee contributions to the CEP Humanity Fund shall be recorded on the employee’s T4 Form.

**ARTICLE 32 – DURATION AND RENEWAL**

This agreement shall take effect on January 1, 2007 and remain in effect until December 31, 2010. Either party may initiate negotiations for a new agreement within ninety (90) days of the termination of this agreement. During negotiations, all terms and conditions of this agreement shall remain in effect until the conciliation procedures required by law have been completed.

In witness hereof the parties hereby affix their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**For CEP Local 87-M,  
Southern Ontario Newsmedia Guild**

**For The Record,  
a division of Metroland Media Group Inc.**

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## **PART-TIME EMPLOYEES**

This addendum is attached to and forms a part of the Agreement between The Record, a division of Metroland Media Group Inc., and CEP Local 87-M Southern Ontario NewsMedia Guild, and covers the part-time employees as defined below.

- (a) A part-time employee shall be defined as:
  - i) an employee who is regularly scheduled to work 80% or less of the normal work week for full-time employees;
  - ii) an employee whose hours of work may fluctuate from day to day or week to week and on average would be 80% or less of the normal work week for full-time employees, or
  - iii) intern.
- (b) Part-time employees shall not be used to eliminate full-time employees.
- (c) Part-time employees shall be covered by all provisions of this Agreement except where specifically provided otherwise in the Agreement or in this addendum.
- (d) The probationary period shall be six (6) months.
- (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) Starting salaries for part-time employees shall be determined in accordance with the provisions of paragraph 30(a) of the Agreement. Interns on placements of one (1) month or more shall be paid no less than the start rate for the appropriate classification.
- (g) A part-time employee shall advance on the salary grid according to all hours worked for the Employer.
- (h) Part-time employees who work more than their normal scheduled hours shall be paid at the straight-time rate for hours worked, and at the overtime rate when the daily hours worked exceed seven and one-half (7 1/2), or when the total hours worked in the week exceed the normal hours for a full-time employee.
- (i) If a part-time employee becomes a full-time employee he or she will have a seniority date established with service credit given for the number of hours worked prior to becoming a full-time employee.
- (j) The vacation year for part-time employees is July 1 to June 30. Vacation pay earned in the 12-month period ending June 30 will be paid to all part-time employees during the first two (2) weeks of July each year.

Vacation entitlement and associated vacation pay shall be as follows:

after one (1) year.....	three (3) weeks at 6%
after six (6) years .....	four (4) weeks at 8%
after thirteen (13) years.....	five (5) weeks at 10%
after twenty-three (23) years.....	six (6) weeks at 12%
after thirty-five (35) years.....	seven (7) weeks at 14%
- (k) Statutory holiday pay for part-time employees shall be one-fifth of the average of the straight-time hours worked per week in the four (4) weeks immediately preceding the holiday excluding vacation time, paid at the applicable straight-time rate.
- (l) It is understood that the provisions of paragraph 15(b) of the Agreement apply to scheduled hours lost up to and including the day after the funeral.
- (m) For purposes of calculating severance pay for part-time employees, service will be calculated on the basis of full-time equivalence.

- (n) Regular part-time employees as described in (a)(i) and (ii) above who work more than fourteen (14) hours per week on the basis outlined in (a)(i) and (ii) above shall be, upon completion of the probationary period, entitled to the following benefit coverage:

- Life Insurance ..... \$15,000
- A.D. & D..... \$ 5,000
- Group Health..... Premiums 50% Employer paid
- Dental Plan..... Premiums 50% Employer paid
- Pension Plan..... Membership is optional

- (o) Regular part-time employees, hired before September 17, 2007, who qualify for benefits under paragraph (n) and who have completed one (1) year of continuous service shall receive paid sick leave in accordance with Employer policy when absent due to illness on a day on which they would regularly have been scheduled to work.  
Paid sick leave will be limited to ten (10) days per calendar year. Unused sick days may not be carried forward from year to year.  
New regular part-time employees, hired September 17, 2007 or after, will not be eligible for paid sick leave.
- (p) The following sections of the Agreement are excluded for part-timers: Sections 6(d), 6(e), and 10(b). Employees shall be given notice of changes in shifts not later than noon of the preceding work day. Changes made after that time shall require the consent of the employee in question.
- (q) Part-time employees shall be entitled to paid breaks on a pro rata basis.
- (r) Employees shall be entitled to one (1) additional holiday with full pay as calculated in (k) above. The day may be taken at any time during the year, however, it must be agreed upon by the employee and the department head at least two (2) weeks in advance. If and when a government declares another paid holiday, the additional day will be that day.

## SCHEDULE A

The following minimum weekly salaries shall apply effective January 1, 2007 (reflecting 2.0% increase) and on January 1, 2008 (reflecting 1.8% increase) respectively.

Effective January 1, 2009, the 2008 minimum weekly salaries shall be increased by the Ontario annual average percentage change in the Consumers' Price Index (CPI) as released by Statistics Canada but the minimum increases shall be no less than one and one-half percent (1.5%) and the maximum shall be no more than three percent (3%).

Effective January 1, 2010, the 2009 minimum weekly salaries shall be increased by the Ontario annual average percentage change in the Consumers' Price Index (CPI) as released by Statistics Canada but the minimum increases shall be no less than one and one-half percent (1.5%) and the maximum shall be no more than three percent (3%).

	<u>Jan. 1/07</u> Weekly	<u>Jan. 1/08</u> Weekly	<u>Jan. 1/09</u> Weekly	<u>Jan. 1/10</u> Weekly
<b>GROUP A – Assignment Editor, Ass't. News Editor</b>				
Start	\$1303	\$1327	\$_____	\$_____
Six months	\$1372	\$1397	\$_____	\$_____
After one year	\$1446	\$1473	\$_____	\$_____
<b>GROUP B – Photo Editor, Asst. City Editor</b>				
Start	\$1268	\$1291	\$_____	\$_____
Six months	\$1337	\$1362	\$_____	\$_____
After one year	\$1404	\$1430	\$_____	\$_____
<b>GROUP C – Editorial Writer, Senior Photographer, Insight Editor, Senior Sports Copy Editor, Senior Copy Editor (Computers)</b>				
Start	\$1243	\$1266	\$_____	\$_____
Six months	\$1311	\$1335	\$_____	\$_____
After one year	\$1374	\$1399	\$_____	\$_____
<b>GROUP D – Columnist</b>				
Start	\$1183	\$1205	\$_____	\$_____
Six months	\$1247	\$1270	\$_____	\$_____
After one year	\$1312	\$1336	\$_____	\$_____
<b>GROUP E – Copy Editor</b>				
Start	\$1039	\$1058	\$_____	\$_____
Six months	\$1135	\$1156	\$_____	\$_____
After one year	\$1164	\$1185	\$_____	\$_____
After 1 1/2 years	\$1230	\$1253	\$_____	\$_____
After two years	\$1294	\$1318	\$_____	\$_____



	<u>Jan. 1/07</u> <u>Weekly</u>	<u>Jan. 1/08</u> <u>Weekly</u>	<u>Jan. 1/09</u> <u>Weekly</u>	<u>Jan. 1/10</u> <u>Weekly</u>
<b>GROUP F – Reporter, Photographer, News Graphic Artist</b>				
Start	\$ 642	\$ 654	\$ _____	\$ _____
Six months	\$ 706	\$ 719	\$ _____	\$ _____
After one year	\$ 763	\$ 777	\$ _____	\$ _____
After 1 1/2 years	\$ 827	\$ 842	\$ _____	\$ _____
After two years	\$ 886	\$ 902	\$ _____	\$ _____
After 2 1/2 years	\$ 950	\$ 968	\$ _____	\$ _____
After three years	\$1012	\$1031	\$ _____	\$ _____
After 3 1/2 years	\$1075	\$1095	\$ _____	\$ _____
After four years	\$1136	\$1157	\$ _____	\$ _____
After 4 1/2 years	\$1196	\$1218	\$ _____	\$ _____
After five years	\$1256	\$1279	\$ _____	\$ _____
<b>GROUP G – Photo Technician</b>				
Start	\$ 642	\$ 654	\$ _____	\$ _____
Six months	\$ 706	\$ 719	\$ _____	\$ _____
After one year	\$ 763	\$ 777	\$ _____	\$ _____
After 1 1/2 years	\$ 826	\$ 841	\$ _____	\$ _____
After two years	\$ 888	\$ 904	\$ _____	\$ _____
After 2 1/2 years	\$ 950	\$ 968	\$ _____	\$ _____
After three years	\$!010	\$1029	\$ _____	\$ _____
After 3 1/2 years	\$1075	\$1095	\$ _____	\$ _____
After four years	\$1136	\$1157	\$ _____	\$ _____
<b>GROUP H – Darkroom Technician, Librarian</b>				
Start	\$ 642	\$ 654	\$ _____	\$ _____
Six months	\$ 706	\$ 719	\$ _____	\$ _____
After one year	\$ 763	\$ 777	\$ _____	\$ _____
After 1 1/2 years	\$ 827	\$ 842	\$ _____	\$ _____
After two years	\$ 888	\$ 904	\$ _____	\$ _____
After 2 1/2 years	\$ 950	\$ 968	\$ _____	\$ _____
After three years	\$1012	\$1031	\$ _____	\$ _____
<b>GROUP I – Editorial Assistant</b>				
Start	\$ 695	\$ 708	\$ _____	\$ _____
Six months	\$ 732	\$ 746	\$ _____	\$ _____
After one year	\$ 765	\$ 779	\$ _____	\$ _____
After 1 1/2 years	\$ 803	\$ 818	\$ _____	\$ _____
After two years	\$ 837	\$ 853	\$ _____	\$ _____

	<u>Jan. 1/07</u> <u>Weekly</u>	<u>Jan. 1/08</u> <u>Weekly</u>	<u>Jan. 1/09</u> <u>Weekly</u>	<u>Jan. 1/10</u> <u>Weekly</u>
<b>GROUP J – Sr. Data Input Clerk</b>				
Start	\$ 668	\$ 681	\$_____	\$_____
Six Months	\$ 697	\$ 710	\$_____	\$_____
After one year	\$ 721	\$ 734	\$_____	\$_____
After 1 1/2 years	\$ 748	\$ 762	\$_____	\$_____
After 2 years	\$ 774	\$ 788	\$_____	\$_____
<b>GROUP K – Data Input Clerk, Library Assistant</b>				
Start	\$ 633	\$ 645	\$_____	\$_____
Six months	\$ 657	\$ 669	\$_____	\$_____
After one year	\$ 684	\$ 697	\$_____	\$_____
After 1 1/2 years	\$ 711	\$ 724	\$_____	\$_____
After two years	\$ 738	\$ 752	\$_____	\$_____
<b>GROUP L – Copy Person</b>				
Start	\$ 403	\$ 411	\$_____	\$_____
Six months	\$ 421	\$ 429	\$_____	\$_____
After one year	\$ 446	\$ 455	\$_____	\$_____

A Data Input Clerk who works on the TV Times will receive the same rate of pay as an Editorial Assistant for days she or he works on the TV Times.

## **GENERAL SCHEDULING INFORMATION**

1. Vacation schedules will be circulated for each vacation group beginning the first week in January and posted no later than the end of the first rotation.
2. Once in circulation, each employee will have two (2) working days (48 hours) to indicate vacation preference.
3. Based on seniority within each vacation group, employees will select up to two (2) weeks of vacation, including prime time, during the first circulation and one (1) week in each successive circulation.
4. Tacking Mondays or Fridays on to the back or front of vacation will be allowed if the maximum number of people are not on holidays during the week where the additional day is requested. However, the additional day may be allowed if the manager determines it will not affect the needs of the operation.
5. The weekend duty, night replacement and stat day schedules for reporters will not include columnists (Group D) sports reporters, entertainment reporters, Queens Park reporters and evening/nights reporters due to the nature of their responsibilities which include regular night and or weekend assignments.

### **COPY EDITOR VACATION SCHEDULE**

1. The desk vacation schedule will have at least three (3) positions available for each week.
2. In the first circulation of the vacation schedule, full-time employees shall be entitled to two (2) consecutive weeks during the summer vacation period.
3. The part-time desk vacation schedule will have one (1) position available for each week and part-time copy editors must select their holidays based on seniority by March 31.

### **COPY EDITOR STAT HOLIDAY SCHEDULE**

1. The desk vacation schedule will have at least three (3) positions available for each week.
2. For the purpose of stat day work, the night photo technician and/or anyone assigned to the photo desk will be subject to the scheduling arrangements for copy editors.

### **PHOTO/GRAPHICS VACATION SCHEDULE**

1. Any two (2) photographers and photo technicians will be allowed on vacation at any one time.
2. The graphic artist will coordinate vacations based on seniority.
3. The photo technicians and senior photographer will coordinate vacation to ensure adequate staffing.
4. The photo/graphics editor and senior photographer will co-ordinate vacations.

### **REPORTER VACATION SCHEDULE**

1. Four (4) reporters city side will be allowed on vacation at any one time. One (1) reporter each in Business and Lifestyles will be allowed on vacation at any one time.
2. Reporters in the Sports, Entertainment and Editorial departments will have separate vacation schedules.

### **REPORTER STAT DAY SCHEDULE**

1. Requests for stat day work will be posted in the newsroom for one (1) week, at least one (1) month before the stat day.
2. Seniority will determine who will work if more than the required number volunteer.
3. If there is no volunteer, the stat holiday shift will be offered to qualified part-time reporters before the shift is assigned according to reverse seniority.
4. If a reporter is hired, that reporter will work the first stat day for which there is no volunteer, unless the reporter is assigned to an excluded position(s).

### **REPLACING NIGHT REPORTERS**

1. If there is no volunteer(s), a replacement will be selected on a rotating basis in reverse order of seniority. Management will maintain the appropriate list. The replacement shift may extend beyond 6:00 pm on the day before a day off.

### **REPORTER WEEKEND ROTATION**

1. If a new reporter is hired, that reporter will be inserted into the weekend rotation as soon as possible to avoid disruption of the schedule, unless the writer is assigned to an excluded position(s).
2. If a reporter is unable to work an assigned weekend, the reporter will work the next weekend which does not adversely affect the rotation schedule or arrange to swap weekends with another reporter.
3. Weekend rotation schedules will be posted in the newsroom quarterly, one (1) month in advance of the initial weekend.
4. Management will post the weekend schedule.
5. Interns hired for the summer months will be used to fill in for weekend duty.

LETTER OF AGREEMENT #1

between

**The RECORD**

(hereinafter known as “the Employer”)

and

**CEP LOCAL 87-M**

**SOUTHERN ONTARIO NEWSMEDIA GUILD**

(hereinafter known as “the Union”)

**Re: Bargaining Committee**

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

DATED AT Kitchener, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

\_\_\_\_\_  
(For the Employer)

\_\_\_\_\_  
(For the Union)

LETTER OF AGREEMENT #2

between

**The RECORD**

(hereinafter known as “the Employer”)

and

**CEP LOCAL 87-M**

**SOUTHERN ONTARIO NEWSMEDIA GUILD**

(hereinafter known as “the Union”)

**Re: Freelance Information**

This will confirm that in the event of a layoff, the Employer will provide the Union with the names, dates and compensation paid to freelancers for the previous six (6) month period.

DATED AT Kitchener, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

\_\_\_\_\_  
(For the Employer)

\_\_\_\_\_  
(For the Union)

LETTER OF AGREEMENT #3

between

**The RECORD**

(hereinafter known as “the Employer”)

and

**CEP LOCAL 87-M**

**SOUTHERN ONTARIO NEWSMEDIA GUILD**

(hereinafter known as “the Union”)

**Re: P.M. Shift Schedules in Editorial Department**

The current practice of Editorial employees working shifts where the majority of hours are after 6:00 p.m. allows employees the option of leaving work after 7.5 hours (consisting of 7 hours of work and two 15-minute rest periods).

The parties agree to continue this practice for the life of the collective agreement.

DATED AT Kitchener, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

\_\_\_\_\_  
(For the Employer)

\_\_\_\_\_  
(For the Union)

LETTER OF AGREEMENT #4

between

**The RECORD**

(hereinafter known as “the Employer”)

and

**CEP LOCAL 87-M**

**SOUTHERN ONTARIO NEWSMEDIA GUILD**

(hereinafter known as “the Union”)

**Re: Reprisal or Recrimination**

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

DATED AT Kitchener, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

\_\_\_\_\_  
(For the Employer)

\_\_\_\_\_  
(For the Union)



LETTER OF AGREEMENT #5

between

**The RECORD**

(hereinafter known as “the Employer”)

and

**CEP LOCAL 87-M**

**SOUTHERN ONTARIO NEWSMEDIA GUILD**

(hereinafter known as “the Union”)

**Re: Drug Plan Exclusions**

This will confirm the clarifications reached between the parties with respect to the prescription drug plan referred to in Article 11(b) of the collective agreement.

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

1. Atomizers, appliances, prosthetic devices, colostomy supplies, first aid kits or equipment, electronic diagnostic monitoring or testing equipment, non-disposable insulin delivery devices, delivery of extension devices for inhaled medications, spring loaded devices used to hold lancets, alcohol, alcohol swabs, disinfectants, cotton, bandages or supplies and accessories for the above.
2. Oral vitamins, minerals, dietary supplements, infant formulas or injectible total parenteral nutrition solutions whether or not prescribed for a medical reason, except where Federal or Provincial law requires a prescription for their sale.
3. Diaphragms, condoms, contraceptive jellies/foams/sponges/suppositories, intrauterine devices, contraceptive implants or appliances normally used for contraception, whether or not prescribed for a medical reason.
4. Proprietary medicines which are registered under Division 10 of the Food and Drug Act, Canada, and bear a General Public (GP) number on their label.
5. Prescriptions, dispensed by a physician, clinic, dentist or in any non-accredited hospital pharmacy, or for treatment as an inpatient or outpatient in any hospital, including emergency status and investigational status drugs, unless otherwise approved by the benefit carrier.
6. All preventative immunization vaccines and toxoids.
7. All homeopathic preparations.
8. Items deemed cosmetic (even if a prescription is legally required), e.g. topical minoxidil, sunscreens, etc.
9. Any medication which the insured is eligible to receive under a Provincial Drug Benefit Plan.
10. Nicotine resin containing products.
11. Supplies for recreation or sports whether or not medically necessary.

DATED AT Kitchener, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

\_\_\_\_\_  
(For the Employer)

\_\_\_\_\_  
(For the Union)

LETTER OF AGREEMENT #6

between

**The RECORD**

(hereinafter known as “the Employer”)

and

**CEP LOCAL 87-M**

**SOUTHERN ONTARIO NEWSMEDIA GUILD**

(hereinafter known as “the Union”)

**Re: Paid Benefits**

In the event of death of an employee, the existing Group Life and Health Insurance policy, plus all other current benefits (dental, drug plan and vision care) will be maintained for a period of one (1) year for the surviving spouse and eligible dependents.

Retired employees, aged 55 and over, will have the major medical expenses plan, eyeglass coverage and dental plan paid between their retirement and the later of: three (3) years after their retirement date and their 65<sup>th</sup> birthday. Out-of-province coverage is not included.

Employees who retire September 17, 2007 or after, will not have out-of-province benefit coverage or Accidental Death and Dismemberment insurance; the life insurance policy for retirees will be \$10,000.00.

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

DATED AT Kitchener, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

\_\_\_\_\_  
(For the Employer)

\_\_\_\_\_  
(For the Union)

LETTER OF AGREEMENT #7

between

**The RECORD**

(hereinafter known as “the Employer”)

and

**CEP LOCAL 87-M**

**SOUTHERN ONTARIO NEWSMEDIA GUILD**

(hereinafter known as “the Union”)

**Re: Benefit Costs**

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

DATED AT Kitchener, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

\_\_\_\_\_  
(For the Employer)

\_\_\_\_\_  
(For the Union)

LETTER OF AGREEMENT #8

between

**The RECORD**

(hereinafter known as “the Employer”)

and

**CEP LOCAL 87-M**

**SOUTHERN ONTARIO NEWSMEDIA GUILD**

(hereinafter known as “the Union”)

**Re: Reporter/Photographer Job Premium**

The parties agree that the Reporter/Photographer job premium is to increase to thirty dollars (\$30.00).

DATED AT Kitchener, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

\_\_\_\_\_  
(For the Employer)

\_\_\_\_\_  
(For the Union)

LETTER OF AGREEMENT #9

between

**The RECORD**

(hereinafter known as “the Employer”)

and

**CEP LOCAL 87-M**

**SOUTHERN ONTARIO NEWSMEDIA GUILD**

(hereinafter known as “the Union”)

**Re: Parking**

Where employees require a vehicle as a condition of employment, the Employer will provide paid parking.

DATED AT Kitchener, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

\_\_\_\_\_  
(For the Employer)

\_\_\_\_\_  
(For the Union)

LETTER OF AGREEMENT #10

between

**The RECORD**

(hereinafter known as “the Employer”)

and

**CEP LOCAL 87-M**

**SOUTHERN ONTARIO NEWSMEDIA GUILD**

(hereinafter known as “the Union”)

**Re: Student Co-Op**

- i) One month or less (students as part of educational requirements, have student status)
- ii) Assignment must be related to field of study
- iii) Limited to one student per department at any given time, and they do not have any previous “Record” employment
- iv) Not employees
- v) Not union
- vi) No benefits
- vii) Will receive \$200.00 weekly honorarium

DATED AT Kitchener, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

\_\_\_\_\_  
(For the Employer)

\_\_\_\_\_  
(For the Union)

LETTER OF INTENT #1

between

**The RECORD**

(hereinafter known as “the Employer”)

and

**CEP LOCAL 87-M**

**SOUTHERN ONTARIO NEWSMEDIA GUILD**

(hereinafter known as “the Union”)

**Re: Parking**

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

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

DATED AT Kitchener, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

\_\_\_\_\_  
(For the Employer)

\_\_\_\_\_  
(For the Union)

LETTER OF INTENT #2

between

**The RECORD**

(hereinafter known as “the Employer”)

and

**CEP LOCAL 87-M**

**SOUTHERN ONTARIO NEWSMEDIA GUILD**

(hereinafter known as “the Union”)

**Re: Internet**

The parties are in agreement that as the Employer continues to diversify the publishing of its media content, it will include a significant emphasis on the Internet and that it is in the best interests of all employees to contribute to the success of that diversification.

This diversification of media publishing has created ongoing change and that reasonable adjustment in process, deadline and priorities will occur.

The Employer is committed to continuing efforts to train Editorial staff in the necessary hardware, software, equipment and other requirements of the job.

The Employer will continue to apprise Union members of continuing plans in this area.

DATED AT Kitchener, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

\_\_\_\_\_  
(For the Employer)

\_\_\_\_\_  
(For the Union)



LETTER OF INTENT #3

between

**The RECORD**

(hereinafter known as “the Employer”)

and

**CEP LOCAL 87-M**

**SOUTHERN ONTARIO NEWSMEDIA GUILD**

(hereinafter known as “the Union”)

**Re: Alternative Mileage Formula**

The parties agree to discuss and mutually agree on an alternative mileage formula that could replace use of the CPI Transportation Index, the new rates to be effective January 1, 2008.

DATED AT Kitchener, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

\_\_\_\_\_  
(For the Employer)

\_\_\_\_\_  
(For the Union)

## **BENEFIT OVERVIEW**

LIFE INSURANCE	2 x Annual Salary	(Maximum \$85,000)
A.D.& D.	1 x Annual Salary	(Maximum \$35,000)
DEPENDENT LIFE	\$5,000	(14 days after birth)
RETIREE LIFE (see Letter of Agreement #3 Re: Paid Benefits)		

### **SUPPLEMENTAL HEALTH**

- Prescription drugs - Pay direct drug card (\$25 annual deductible)
- Semiprivate hospitalization
- Purchase of braces, crutches or other prosthetic devices required as a result of an accident or disease which occurred or commenced while insured under this plan and when deemed medically necessary.
- Rental of wheelchair, hospital type bed or other equipment
- Hearing aids (\$300 in four consecutive years)
- Ambulance service
- Services of a registered nurse
- Clinical Psychology (\$500 per calendar year)
- Speech therapy (\$500 per calendar year)
- Physiotherapy
- Out-of-province emergency treatment
- Charges for treatment by the following practitioners (\$500 calendar year maximum):
  - Osteopath                      Naturopath              Christian Science Practitioner
  - Massage therapy              Chiropractor              Acupuncture
  - Bi-annual Eye Examinations
- Vision care: \$225.00 (\$250.00 effective January 1, 2008) per two (2) calendar years for prescription glasses or contact lenses.

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

### **DENTAL BENEFITS**

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

Diagnostic treatment	Preventative treatment	Minor restorative	Minor surgical
Periodontal	Endodontics	Major surgical	

The following services are insured at 50% of the previous years' O.D.A. fee schedule, subject to a \$1,000 annual maximum and the least expensive, therapeutic equivalent treatment:

Removal partial or complete dentures	Crowns and inlays	Major restorative
--------------------------------------	-------------------	-------------------

Orthodontic treatment for dependent children is insured at 50%, subject to a lifetime maximum of \$1,000.

Dental treatment required as a result of an accident may be covered at 100% up to \$2,500 per person under the supplementary health portion of the benefit coverage.

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

## **EMPLOYER'S POLICIES (FOR INFORMATION ONLY)**

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

The following policies are referred to in the collective agreement and are reproduced here for information purposes only. Both parties reviewed the policies to update the content where the intent was not altered in any way.

### **SHORT TERM DISABILITY**

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

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

- Eligible employee: a permanent full-time employee who has completed probation.
- Extended illness: a continuous period which exceeds four weeks (20 work days) to a maximum duration of 26 weeks (130 work days).
- Excessive Use: time off in excess of 10 days per year as a result of a number of incidents.

The following conditions apply to STD:

- Time off for short-term illness is normally at full pay.
- In case of extended illness, full pay will be maintained for 26 weeks (130 work days).
- Sick time which becomes excessive will be treated as a problem.
- Employees with more than five days off per year will, at the company's discretion, be required to submit medical documentation acceptable to the company, for each additional sick leave incident, in order to qualify for continued pay.
- At the company's discretion, those using in excess of 10 days per year must have their condition verified by the company's doctor in order to have continued pay.
- Individuals who are able to return to work on an accommodated basis, will have their entitlement to sick leave extended to reflect the time worked.
- Successive illnesses/disabilities due to the same condition will be treated as a continuation of the original absence if the successive absence occurs within a 60 calendar day period of the employee's return to work date.

Failure to comply with these conditions may result in loss of pay.

Probationary employees are allowed two paid sick days for each full month of employment.

Employees on extended sick leave continue to accrue vacation credits for up to 26 weeks following which there will be no further accrual until they return to work.

An employee on extended illness will not qualify for any merit pay, promotion or pay increase. Upon return from sick leave on a full-time basis, the employee's salary will be reinstated to its appropriate level. Any changes in the company's benefits package will apply to employees on short term disability.

Each year employees may carry forward the difference between 10 days and the number of sick days they have used. There is no limit to the number of days that may be accumulated which may be used to extend sick leave at full pay beyond 26 weeks, as per the LTD policy. A maximum of 90 of these accumulated days may be used to retire early at full salary or the cash equivalent may be rolled to an RRSP as a retiring allowance.

Employees who work beyond the month in which they turn 65 will cease to accumulate additional accumulated sick days.

The LTD plan takes effect in the 27th week.

## **LONG TERM DISABILITY**

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

### **General:**

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

Amount of LTD benefit:

- Benefits will be paid at 100% of pre-disability salary for a period equal to the employee's accumulated sick days, after which payments will be made at 66 2/3% of the pre-disability salary.

Benefits will be terminated on the earliest of: cessation of the disability, attainment of age 65 or death.

The provisions described in this plan assume that the benefits will be taxable in the hands of the employees. Deductions for company benefits normally paid by the employee through payroll deductions will be paid by the company for the period of long term disability. Service shall be deemed to continue during the whole period that an employee is absent from work due to disease or injury.

All normal company benefits will continue in force with the following exceptions:

- There shall be no accrual of sick leave during the period of disability.
- Employees are not eligible upon their return to work, for statutory holidays which occur during their absence from work.
- Vacation credits will not accrue while an employee is on L.T.D.
- Employees will not be eligible for salary increases until they return to work full-time.

### **Eligibility for coverage:**

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

### **Eligibility for benefit:**

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

### **Definition of total disability:**

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

### **Recurrent disability:**

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

### **Rehabilitation provisions:**

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

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

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

- a) by 50% of the amount of compensation or income received by the employee as wage or profit from such rehabilitative employment, or,
- b) to the extent necessary so that the total income the employee is receiving from all sources will not exceed 100% of the wage or profit received by the employee from the employer immediately prior to the commencement of disability,

whichever results in the lesser amount of benefit. The benefit will normally be payable for the period the employee is engaged in rehabilitative employment to a maximum of 24 months. Depending upon the circumstances this benefit may be extended indefinitely.

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

### **Integration of benefits:**

Employees who qualify are expected to apply for any government assistance available.

Disability benefits payable under this plan will be integrated with benefits an employee is eligible for under any other disability plan other than an individual insurance policy.

The benefits described in this plan will be reduced by the amount an employee is entitled to apply for and receive with respect to the disability under any government plan. The amount deducted will not include any additional benefits payable for children or subsequent cost-of-living increases.

### **Limitations:**

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

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

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

### **Pre-existing conditions:**

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

### **Maternity benefits:**

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

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

### **Termination of coverage:**

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

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

### **Pension:**

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

## **DISCOUNTS & INCENTIVES**

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

The following classified ads may be run free of charge:

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

### **Other incentives/discounts**

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

## **ALTERNATIVE WORKING ARRANGEMENTS**

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

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

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

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

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

### **FLEX TIME**

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

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

### **Eligibility:**

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

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

### **Duration:**

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

### **REDUCED WORKWEEK**

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

### **Eligibility:**

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

### **Duration:**

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

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

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

**Compensation:**

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

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

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

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

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

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

**JOB-SHARING**

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

**Eligibility:**

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

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

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

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

**Duration:**

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

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

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

**Compensation:**

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



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

Sick Pay – Benefits: See Policy # 5.

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

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

### **DEPENDENT/ELDER CARE**

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

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

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

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

Once an employee has used the maximum number of days provided under this policy (which is three banked and three company matched days for full-time employees and one and one half banked and company matched work shifts for regular part-time employees), any further time needed for dependent/elder care will have to be generated through flex time or other banked time.

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