

SALES & CLERICAL 2007-2010

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
Local 87-M Southern Ontario Newsmedia Guild

COLLECTIVE AGREEMENT
WITH

HAMILTON COMMUNITY NEWS,
A Division of Metroland Media Group Inc.

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PREAMBLE

This collective agreement is made and entered into this 23rd day of November 2007, by and between Hamilton Community News, a Division of Metroland Media Group Inc.; party of the first part hereinafter referred to as the Employer, and the Communications, Energy and Paperworkers Union Local 87-M, Southern Ontario Newsmedia Guild, by its representatives, party of the second part hereinafter referred to as the Union.

The purpose of this agreement is to establish mutually satisfactory relations between the Employer and its employees, to provide machinery for the prompt and amicable settling of any differences or grievances which may arise, and to establish and maintain working conditions, hours of work, wages, and benefits for all employees who are subject to the provisions of this agreement.

Use in this agreement of the feminine or masculine gender shall be construed as including both male and female employees, and not as specific gender designations.

ARTICLE 1 - MANAGEMENT RIGHTS & RECOGNITION

- 1.01 The Employer recognizes the Union as the exclusive bargaining agent for a bargaining unit consisting of all employees of the Employer in the Province of Ontario, save and except publishers, managing editor, general manager, production manager, retail advertising manager, production forepersons, advertising manager, vice president of finance and administration, classified manager, circulation manager, persons regularly employed for not more than (24) twentyfour hours per week, students employed during the school vacation period, and employees in bargaining units (specifically editorial employees (I) and production employees (2)) for whom the C.E.P Southern Ontario Newsmedia Guild Local 87 held bargaining rights flowing from a voluntary recognition agreement dated December 8, 1989, covering production and a certificate dated January 19, 1988, covering editorial department.

Clarity Note: The parties agree that as of the date of ratification of this agreement publishers referred to above are responsible for the following publications: Ancaster News/Dundas Star News; Hamilton News/Stoney Creek News; Real Estate News.

- 1.02 The right to hire, assign duties, retire (subject to applicable legislation), promote, classify, layoff, recall, demote, transfer, discharge, or discipline for just cause employees who have completed their probationary period, to maintain order, discipline and efficiency, 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.

ARTICLE 2 - RELATIONSHIP AND UNION REPRESENTATION

2.01 It is a condition of employment of any employee, as of the date of the signing of this agreement, who is a member of the Union or who after becomes a member of the Union, that he or she remains a member for the duration of the agreement.

Each new employee (within three (3) months after his or her date of employment) shall become a member of the Union.

The Union agrees that it will retain in membership any employee subject to the constitution of the Communications, Energy and Paperworkers' Union and the bylaws of Local 87-M.

2.02 The Employer shall deduct from the earnings of each employee any Union dues or assessments, as specified by the Union. Deductions shall be made from each pay and remitted to the Union by the fifteenth day of the following month. When remitting dues, the Employer shall include the names of the employees from whose pay deductions have been made and the amount of the deduction. The Union will give the Employer one month's notice of any changes in the amount of Union dues to be deducted.

2.03 The Employer shall supply the Union once within 30 days of the signing of this agreement and within one month of hiring new employees with the following information in writing for each new employee:

- a) Name, address, telephone number, sex, date of birth and social insurance number.
- b) Date of hiring.
- c) Anticipated regular hours of work, if a part time employee.
- d) Classification.
- e) Experience rating and experience anniversary date.
- f) Remuneration arrangements.

2.04 The Employer shall notify the Union monthly in writing of:

- a) Changes in any employee's rate of pay, and effective date.
- b) Changes in the regular hours of work of a part time employee (excluding week to week fluctuations), and effective date.
- c) Changes in classification, and effective date.
- d) Resignations, retirements, deaths, leaves of absences and other revisions in the data listed in Section 2.03.

- 2.05 The Employer agrees to provide a bulletin board in an appropriate location at each of its facilities for the exclusive use of the Union. No item shall be posted if it constitutes a violation of article 6.01, the Ontario Human Rights Code, the Criminal Code, or is otherwise unlawful.
- 2.06 Employees who are on the Union's bargaining committee shall not have their pay interrupted for any work day on which the Employer and the Union agree to meet for the purpose of bargaining a renewal to this agreement, or days spent in preparation for bargaining, if such preparation days are granted by the Employer. The Union shall reimburse the Employer for any wages which such an employee is entitled to for such day(s).
- 2.07 The Employer shall advise new employees that a collective agreement is in effect and of the conditions of employment with regard to Union membership and deduction of Union dues.

A Union steward shall be allowed 30 minutes during a new employee's first week of work, with out loss of pay, to acquaint the new employee with the collective agreement and the Union.

ARTICLE 3 - GRIEVANCE AND ARBITRATION PROCEDURE

3.01 An employee accompanied by his/her shop steward or Union representative if desired, shall within ten (10) days of the circumstances giving rise to a complaint, raise the matter orally to the employee's immediate manager. If the employee and the Union are not satisfied with the outcome of such discussions, the employee may have resort to the grievance procedure described in this section.

(i) Definition

"Grievance" means any difference between the parties bound by the Agreement concerning its interpretation, application, administration, or any alleged violation thereof.

For the purpose of this section, "Union representative" shall include any elected officer of the Union, or representative or steward recognized by the Union.

(ii) Grievance Procedure

Either party may initiate a grievance. If a grievance is not settled at any one stage of the grievance procedure, then the grieving party shall have the alternative either to abandon it or proceed to the next successive stage within the time limits set out in each stage. By mutual agreement between the Employer and the Union, and in the case of an Employer or Union grievance, the processing of any grievance may begin at the second stage. The successive stages of the grievance procedure are:

(a) First Stage

The employee, accompanied by his/her steward or Union representative, shall within twenty (20) days of the circumstances giving rise to the grievance, grieve the matter in writing to the employee's immediate manager. The grievance shall be answered in writing within ten (10) days of the receipt of the grievance.

(b) Second Stage

If the grievance is not resolved, then within ten (10) days of receipt of an answer at the first stage, the Union shall take up the grievance in writing with the Publisher (or his representative). The answer to the second stage grievance must be given in writing within ten (10) days of the receipt of the grievance at the second stage.

(c) Final Stage - Arbitration

If the two parties are unable to agree at the second stage, then within twenty (20) days of receipt of an answer at the second stage, the Union shall notify the Employer in writing of its intention to take the grievance to arbitration.

In general, it is intended that grievances which are not resolved at the second stage shall be submitted to a single arbitrator; however, either party may elect to submit a grievance to an Arbitration Board of three members, in which case the other party shall comply.

Single Arbitrator

In the event that a grievance is to be arbitrated by a single arbitrator, the parties to the Agreement shall attempt to agree on naming the Arbitrator as soon as the grieving party has submitted notice, in writing, of its decision to proceed to arbitration. If the parties cannot agree, the Arbitrator shall be appointed by the Ontario Ministry of Labour. The Arbitrator shall proceed as soon as practical to examine the grievance and render his/her judgement, and his/her decision shall be final and binding upon the parties and upon any employee affected by it.

Arbitration Board

If a grievance is to be arbitrated by an Arbitration Board of three members, the grieving party shall notify the other party in writing of its desire to submit the grievance to arbitration and the notice shall contain the name of the grieving party's appointee to the Arbitration Board. The recipient of the notice shall within five (5) days advise the other party of the name of its appointee to the Arbitration Board. The two appointees so selected, shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the two appointees fail to agree upon the Chairperson within the time limit, the appointment shall be made by the Ontario Ministry of Labour upon the request of either party. The Arbitration Board shall proceed as soon as practical to examine the grievance and render its judgement, and its decision shall be final and binding on the parties and upon any employee affected by it.

The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern. Each party shall pay the fees and expenses of its appointee to a Board and one-half the fees and expenses of the chairperson, or single arbitrator. Expenses will include any disbursements incurred by the arbitrators during their proceedings.

(d) Time Limits

It is intended that grievances shall be processed as quickly as possible. Time limits are mandatory and not directory. If the grieving party does not appeal the grievance to the next successive stage within the specified 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. Notwithstanding the above, the appeal and answer time limits as specified may be extended by mutual agreement in writing. ("Days" does not include Saturdays, Sundays, and Statutory holidays).

(e) Where practical, efforts to adjust grievances in the first and second stages shall be made during scheduled working hours.

(f) A grievance alleging discharge without just cause may be initiated at the Second Stage.

ARTICLE 4 - DISCIPLINE AND DISCHARGE

- 4.01 No employee, other than an employee who at the time of discharge has not completed the probationary period, shall be discharged or disciplined except for just cause.
- 4.02 The Employer shall, except in the case of oral warnings, inform an employee in writing of the reasons for any disciplinary action, as soon as possible, with a copy sent to the Union in the case of a discharge, suspension, or final warning.
- 4.03 An employee shall be entitled to a copy of any criticism, commendation, appraisal or rating of such employee's performance in his/her job that is placed in his/her file, and on an annual basis to read his/her personnel file. The employee shall be allowed to place in such a file a response to anything contained therein which such employee deems to be adverse.
- 4.04 Employees shall have the right to have a steward present at any disciplinary meeting which may result in a suspension or discharge. The Employer shall advise the employee of this right prior to the meeting. The union agrees to provide the Employer with a list of stewards.
- Where practical, without unreasonably delaying the meeting, employees may have a steward present at any disciplinary meeting which would result in a lesser form of discipline.
- 4.05 When a grievance has been filed concerning an employee, the employee or the Union (with the written consent of the individual concerned) may, upon request, read and be provided copies of material in the employee's personnel file.
- 4.06 Disciplinary warnings and/or reprimands which predate a disciplinary action by more than 2 years shall not be adduced as evidence against an employee in any subsequent arbitration proceedings. Upon request by the employee, any such documents shall be removed from the employee's personnel file after two years from the date of issue.

ARTICLE 5 - PROMOTIONS, TRANSFERS AND TRAINING

- 5.01 Employees shall be given first opportunity to apply for vacancies within any Union bargaining unit. The Employer shall post on a designated bulletin board at each facility for a period of at least seven (7) working days notice of all openings for employment within any Union bargaining unit. A copy of such notice shall be forwarded to the Union.
- 5.02 Employees may submit standing applications in writing at any time. Employees may apply for any position, including a lateral transfer within their classification.
- 5.03 When filling such positions, the Employer shall consider qualifications, abilities, and seniority. When, in the opinion of the Employer, qualifications and abilities are relatively equal, seniority shall be the deciding factor.

Unsuccessful employee applicants shall be advised of the reasons that they were not granted the position, upon request.

- 5.04 An employee transferred or promoted shall be given a trial period of two (2) months; one (1) month in the event of a transfer within the classification. The trial period may be extended, curtailed, or waived by mutual agreement between the Employer and the employee. The Union will be notified of any such agreements.

During a trial period an employee may elect to return to his or her previous position without penalty or prejudice.

At the end of the trial period, the employee shall be either confirmed in the new position or returned to the old one without prejudice or penalty. If returned to his or her previous job, the employee will receive the salary for the previous job.

- 5.05 Whenever possible, members of the bargaining unit shall be afforded the opportunity to retrain in order of seniority. The Employer shall consider employee requests for the opportunity to be retrained during work hours or for financial assistance with the expenses of training. Under no circumstances shall the introduction of new processes or equipment be delayed by such training.
- 5.06 All time spent in trial periods after promotion or transfer will be considered continuous service.
- 5.07 Relocation of an employee's residence shall not be a condition of promotion or transfer. If an employee is transferred or promoted to a location in a different regional municipality and the Employer requests that the employee relocate his or her residence closer to the new work location and the employee chooses to so relocate, the Employer shall pay such relocation costs as were agreed upon with the employee prior to such promotion or transfer.
- 5.08 An employee's written request for a transfer shall be acknowledged in writing and shall be considered by the Employer within fourteen (14) days of receipt.

- 5.09 For the purposes of this article, transfers shall include changes in sales territory, except that the provisions contained in article 5.04 herein shall not apply to Retail Sales and Real Estate salespersons.
- 5.10 The Employer encourages the improvement of employees' job skills and the acquisition of new skills by employees. When assistance in this respect is practicable, the Employer shall train the employees during working hours.
- 5.11 No employee shall be transferred to a different regional municipality without his or her consent.
- 5.12 When the Employer transfers or promotes an employee to another job classification, he/she may request on-the-job training with respect to an element of the new job function with which he/she is not familiar. Such requests shall not be unreasonably denied.
- 5.13 Training on new equipment shall be provided to employees on the basis of seniority and first to those employees in the classification which will utilize such new equipment.
- 5.14 If temporary employees are required by the employer during the introduction of new technology and/or training on new equipment, their use shall not reduce scheduled hours of current employees.
- 5.15 The Union and the Employer shall establish a joint new technology committee that shall meet when new technology is being contemplated by the Employer. Such committee at that time shall discuss and recommend a training program to be used in the introduction of the new technology.

Such committee may meet from time to time to discuss issues that may arise following the introduction of the new technology.

It is understood and agreed that the above clauses in this Article 5 do not apply to employees who are assigned or reassigned to work within their classification. The above clauses in this Article 5 do apply to employees who are promoted, who are transferred from one job classification to another, or to vacancies as outlined below.

A vacancy shall be defined as an additional position created within a job classification or a position that the Employer determines a need to fill, due to the departure of an employee. A posting will outline the position, the required qualifications, and primary responsibilities.

ARTICLE 6 – SECURITY

6.01 Every person has a right to equal treatment with respect to employment without discrimination because of lawful union activity or inactivity as well as age, sex, race, colour, ancestry, place of origin, ethnic origin, citizenship, creed, marital status, family status, sexual orientation, disability, record of offenses, or political beliefs, as defined and interpreted under the Ontario Human Rights Code. The representatives of the union and the employer will endeavour to resolve workplace issues in a professional manner and with mutual respect.

Location of residence shall not be a condition of employment.

6.02 Employment shall be full-time whenever practicable. Part-time employees shall be considered for full-time positions before the Employer fills such positions from outside the bargaining unit.

6.03 (a) Whenever the Employer decides it is necessary to reduce staff, there shall be thirty (30) days notice in writing to the Union and affected employees of any layoffs. The Employer will notify the Union of the names of the employees affected. The Employer and the Union shall discuss how such layoffs may be avoided or minimized. Every reasonable effort will be made to avoid such layoffs.

(b) Employees will be laid off in reverse order of seniority by classification, provided that those employees remaining are qualified to perform the work required.

(c) The Employer will accept voluntary resignations from other employees in the classification(s) involved in lieu of those named to be laid off provided this is acceptable to the employee named to be laid off. In such circumstances, the number of layoffs will be reduced by the number of voluntary resignations from the classification. Employees voluntarily resigning under this provision shall be paid severance pay pursuant to Article 7.

(d) The employees affected may choose, in order of seniority, within thirty (30) days of notice, to bump employees with less seniority. 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 competent to perform the work.

Employees who choose not to bump may elect to take severance pay.

(e) Laid-off employees, or those who bumped into lower classifications, shall be placed on a recall list for eighteen (18) months in order of seniority and the Employer shall fill vacancies within each classification according to that list. In the case of a vacancy in a classification from which employees on the recall list were laid off, the Employer shall attempt to fill the vacancy according to the recall list before following the procedures under Articles 5.01 through 5.03 of this Agreement.

Should a laid-off employee refuse to accept a permanent position in the same classification with the same number of hours as worked immediately prior to the layoff, the employee shall be dropped from the recall list.

If an employee is recalled after the payment of severance pay, and before the expiry of the number of weeks so paid for, the balance of the severance pay shall be refunded to the Employer.

(f) During a layoff, seniority will be frozen. If the employee is recalled to regular employment within eighteen (18) months, seniority will be restored at the frozen level.

(g) A full-time employee on layoff shall have the option of having his/her benefits, except the LTD plan, continued during the period of layoff of up to twelve (12) months providing the employee pays the full cost of premiums. It is understood with respect to pensions, no contributions are permissible during periods of layoff, but that if an employee is recalled within twelve (12) months, contributions based on earnings will resume. The employee will not accumulate Credited Service during the period of layoff.

6.04 (a) In the event that new technology requires fewer staff, the Union and the employees affected will be given at least thirty (30) days notice of such staff reductions.

(b) Upon the Union's request, the Employer shall meet with the Union and discuss the details of the changes and how such layoffs may be avoided or minimized:

(c) To the extent that it is practical, the Employer will attempt to retain as many employees as possible. Whenever possible, training necessary to permit employees to retain employment shall be provided to employees in order of seniority on the time and at the expense of the Employer. Under no circumstances shall the introduction of new processes or equipment be delayed by such training.

(d) Should layoffs be necessary, Articles 6.03 (b) through (g) shall apply.

6.05 There shall be no reductions in remuneration, except in the case of a reclassification. No employee shall be required to accept a transfer to another classification against his or her wishes.

6.06 The Employer may use temporary employees when employees laid off from the same classification have declined the opportunity for a temporary recall of three (3) months or less.

ARTICLE 7 - SEVERANCE PAY

- 7.01 An employee who has completed his or her probationary period who is laid off under the provisions of Article 6.03 shall receive severance pay in the amount of two (2) weeks' pay for each completed year of service or major fraction thereof, to a maximum of thirty (30) weeks' pay. For computation purposes, a week's pay for a Retail Sales person or Real Estate salesperson shall be the weekly average remuneration (excluding car allowance) of the individual's fifteen (15) bi-weekly pays immediately preceding the layoff. Where the individual has less than fifteen (15) bi-weekly pay periods preceding layoff, the computation shall be based on his/her weekly average remuneration (excluding car allowance) for the period worked.
- 7.02 In calculating the length of continuous service for the purpose of severance pay entitlement, any period for which the employee has previously received severance pay (excluding any period for which severance pay was refunded to the Employer) and any period during which the employee was on layoff shall be excluded.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.01 The following paragraph is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day, or per week or of days of work per week.

The regular work week for all employees shall consist of thirty-seven and one-half (37-1/2) hours (exclusive of meal periods) and every reasonable effort will be made to schedule such hours within five (5) days.

Every reasonable effort will be made to schedule the five days consecutively.

8.02 The regular work day shall be seven and one-half (7-1/2) hours exclusive of an unpaid meal period of up to one hour.

8.03 (a) The working shift shall be a minimum of four (4) hours.

(b) An employee shall not be required to begin one regularly scheduled shift sooner than eight (8) hours following the end of another regularly scheduled shift.

(c) Employees shall be entitled to an unpaid lunch period of at least thirty (30) minutes.

8.04 (a) Authorized overtime will be paid to an employee after thirty-seven and one-half (37-1/2) hours per week at the rate of one and one-half times the employee's regular rate.

(b) In calculating the employee's hours for this purpose, all hours for which an employee receives pay will be counted as hours worked in computing overtime hours.

(c) Upon mutual agreement employees may elect to take time equivalent to and in lieu of such overtime pay, at a time mutually agreed to by the employee and the Employer.

(d) At all times, the Employer will endeavour to provide as much notice as possible of overtime requirements.

8.05 Overtime work shall be shared amongst employees by classification.

8.06 The hours of work for employees shall be posted not later than Thursday prior to the next week.

Such schedules may be changed by mutual agreement between the employee and the Employer. However, changes may be made by the Employer to cover unforeseen situations.

8.07 Shift patterns will vary by individual, and the preference of employees will be taken into account by seniority and Employer needs within each classification.

8.08 The Employer shall keep a record of all overtime work and shall provide such record to the Union upon request.

8.09 Every effort shall be made to avoid scheduling split shifts.

- 8.10 In the event an employee is called in on a non-scheduled day, or in the event of a call-back, such employee shall be paid a minimum of four (4) hours at the applicable rate (such rate to be determined by the employee's total number of hours for the work week in which the call-in/callback occurred).
- 8.11 It is understood that paragraph 8.01 herein applies to Retail Sales and Real Estate salespersons, and that the balance of this Article 8 does not apply to such employees.

ARTICLE 9 - RECOGNIZED HOLIDAYS

- 9.01 The following shall be recognized as paid holidays for employees: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and one floating holiday to be taken at a mutually agreed time. The holiday shifts shall be those in which a majority of the shift is worked within the 24-hour period of the recognized holiday.
- 9.02 Employees (other than Retail Salespersons, Real Estate Salespersons) who are required to work on a recognized holiday shift shall be paid a minimum of 4 hours at the rate of time and one-half their regular straight-time rate, recalculated on an hourly rate basis, in addition to pay for the holiday, or, with the agreement of the employee, another working day will be substituted for the recognized holiday, and the day so substituted shall be deemed to be the recognized holiday.
- 9.03 An employee whose regular day off falls on a recognized holiday shall receive an additional day off with pay at another date mutually agreed to by the employee and the Employer.
- 9.04 In a pay week which includes a recognized holiday, work on either or both of the scheduled days off shall be at the overtime rate (provided the total hours worked in that week exceed 30) in spite of the fact that the employee has worked only four scheduled days in the pay week by reason of having a holiday off.
- 9.05 Real Estate Salespersons shall be paid 20% of their weekly base salary only, on a recognized holiday. Such employees who are required to work on a recognized holiday shift shall be paid a minimum of 4 hours at the rate of 30% of their weekly base salary only, re-calculated on an hourly rate basis, in addition to pay for the holiday, or, with the agreement of the employee, another working day will be substituted for the recognized holiday, and the day so substituted shall be deemed to be the recognized holiday.
- 9.06 Retail Sales salespersons shall be paid one and one-half (1.5) times their daily base pay (such daily base pay being 20% of the weekly base pay specified in Article 17.10 of this Agreement) on a recognized holiday. Retail Salespersons who are required to work on a recognized holiday shift shall be paid a minimum of four (4) hours at the rate of one and one-half (1.5) times the adjusted daily base pay referred to above, recalculated on an hourly basis, in addition to the pay for the holiday.
- 9.07 When a recognized holiday falls on a day when an employee would otherwise have been regularly scheduled to work more than seven and one-half (7-1/2) hours, then the employee will be paid holiday pay based on the number of hours for which he/she would have been regularly scheduled that day. Otherwis: holiday pay will be based on a shift length of seven and one-half (7-1/2) hours.

ARTICLE 10 –VACATIONS

10.01 Vacation entitlement shall be earned as follows: (effective the 2008 vacation year)

| | |
|---------------------------|---------|
| After 1 year of service | 3 weeks |
| After 7 years of service | 4 weeks |
| After 15 years of service | 5 weeks |
| After 25 years of service | 6 weeks |

Vacation entitlement will be provided to employees with less than one year of service in the amount of one day per month to a maximum of ten (10) days. Employees will not be entitled to use vacation within their first six (6) months of employment.

10.02 Vacation entitlement shall be based on the employee's length of continuous service with the Employer as at July 1 each year.

10.03 (a) May 15 to September 30 of each year shall be considered a prime time and during this time vacations shall be given on a seniority basis by department. No employee shall be allowed more than two consecutive weeks during this period unless everyone has had the opportunity to book two consecutive weeks. If there are no conflicts, there shall be no limits on the number of consecutive weeks that can be taken by an employee.

(b) The number of employees to be absent at any one time shall be determined by the Employer and this shall appear on the vacation schedule.

(c) The vacation selection schedule will be posted for each department February 1. Employees shall indicate their vacation preferences by April 15.

(d) Final vacation schedules will be posted by the Employer May 1.

10.04 Employees who fail to select prime time vacation dates before April 15, may lose the privilege of selection to which their seniority entitles them.

10.05 When vacations are granted by the Employer outside of prime time, confirmation will be given in writing to the employee within two (2) weeks of the request. It is understood and agreed the grantings of vacations in this period will be on a first-come, first-served basis.

10.06 An employee whose vacation time includes a recognized holiday as defined shall receive an additional day(s) vacation, or, by mutual agreement, he/she shall receive an additional day's pay at his/her straight-time rate in lieu of the additional day.

10.07 Upon termination of employment, an employee (or his estate in the case of death) shall receive any accrued vacation pay.

10.08 Vacation pay entitlement shall be based on the appropriate percentage of the employee's earnings since he/she last received vacation pay. An employee with less than one year of service as of December 31 shall be paid 4% of earnings for the period worked, upon request, with same notice requirements as in the paragraph below.

A Retail Salesperson shall continue to receive the appropriate percentage as outlined above, plus commissions on all sales (less the weekly non-commissionable deductible) credited to his/her accounts while on vacation, but the weekly base shall not be paid for the period of such vacation.

An employee shall receive vacation pay the pay prior to going on vacation, provided notice is given in writing by the employee to the Payroll office 2 weeks prior to the last pay before such vacation. The employee may elect to take his/her vacation pay at a time other than when the actual vacation is taken. The same notice requirements apply as in the case above.

10.09 All vacation entitlements in any work year are to be completed by December 31st of that year, except upon agreement between the employee and his/her manager.

ARTICLE 11 - LEAVES OF ABSENCE

- 11.01 An employee requesting a leave of absence without pay, other than those listed below, shall make an application in writing to his/her manager stating the reason, timing and duration of the proposed absence. The Employer shall respond to all such inquiries within two (2) working days. Such leaves shall not be unreasonably withheld.
- 11.02 If an employee is elected or appointed to a position in the Communications, Energy and Paperworkers Union or an organization with which the CEP Union is affiliated, such employee, upon the employee's request, shall be given a leave of absence without pay and for a period not longer than one (1) year, which may be extended by mutual agreement and shall be reinstated in the same or a comparable position upon the expiration of such leave. Only one (1) employee may be absent on such leave at any given time.
- 11.03 The Employer shall grant a leave of absence without pay to not more than two (2) employees for the purpose of attending negotiating meetings provided that, where possible, the employees give at least seven (7) days notice to their department head or designate.
- 11.04 An employee may be granted leave with pay for family emergencies.
- 11.05 Leaves of absence without pay, upon written request, shall be granted to employees elected or appointed delegates to conventions of The Union or any organization with which The Union is affiliated and to delegates to special meetings called by The Union, 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. Employees must provide written notice, where possible, to the Employer at least three weeks prior to the commencement of the leave.
- 11.06 In the event of a death in his/her immediate family (father, mother, spouse, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or companion), an employee may be absent from work for up to three (3) days following such death and shall receive payment at his/her regular rate for any of these days upon which he/she would otherwise have been scheduled to work.

In the event of the death of a grandfather, grandmother, grandchild, or any other relative who lived with the employee, an employee may be absent from work for up to two days following such death and shall receive payment at his/her regular rate for one or both of these days upon which he/she would otherwise have been scheduled to work.

In the event of the death of an Aunt or Uncle, an employee may be absent from work for up to one day for the purposes of attending the funeral and he/she shall receive payment at his/her regular rate for this day which he/she would otherwise have been scheduled to work.

The Employer shall consider, and attempt to accommodate, other special leave needs with respect to bereavement.

- 11.07 The Employer shall pay to each employee serving on a jury the difference between an average day's pay for each day up to five (5) days a week that the employee is absent from work and the total sum paid to the employee for such jury duty. An employee excused from jury duty on any given day shall report for work.

Should an employee be required on his or her regular work day to report for jury duty or be 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.

- 11.08 Pregnancy and parental leave will be granted in accordance with the Employment Standards Act.

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

- 11.09 An employee granted a leave of absence for more than three (3) months in a calendar year under 11.01 herein shall not accumulate seniority while on such leave but shall retain all seniority accumulated prior to the start of such leave.

- 11.10 An employee granted a leave of absence for more than six weeks in a calendar year under 11.02 and 11.05 herein shall not accumulate seniority while on such leave but shall retain all seniority accumulated prior to the start of such leave.

ARTICLE 12 - HEALTH AND SAFETY

- 12.01 The Employer agrees to provide VDT glare screens in cases where such screens are requested.
- 12.02 The Employer, employees and Union agree to co-operate with the objective to maintain a healthy and safe work environment. In order to accomplish this, the parties agree to continue the Joint Health and Safety Committee of up to three (3) persons from each party. The Committee will meet as required and shall be afforded such time off as is necessary to transact activities within the scope of the committee and shall suffer no loss of pay.
- 12.03 A pregnant employee who normally works on VDTs shall, upon request, be re-assigned to work that does not involve the use of VDTs when such work is available and providing the employee is competent to perform the work. When such work is not available, or if the employee is not competent to perform the work, the employee may apply for and shall be granted an early leave of absence in accordance with the Employment Standards Act.
- 12.04 VDTs shall have controls for contrast and/or brightness. Adjustable chairs shall be provided for all employees operating VDTs. Foot rests and wrist rests shall be provided upon request.
- 12.05 The Employer shall supply, at its expense, any equipment or safety clothing that the Employer requires or deems necessary.

ARTICLE 13 - MISCELLANEOUS

- 13.01 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 a conflict of interest and do not exploit the employee's connection with the Employer.
- 13.02 Employees shall be given reasonable notice of changes in deadlines for newspapers and/or special sections of the newspapers.

ARTICLE 14 - EXPENSES AND EQUIPMENT

14.01 The Employer shall pay all authorized expenses incurred by the employee in the service of the Employer, if supported by vouchers or receipted bills when normally obtainable.

14.02 The Company will determine whether car allowance or mileage reimbursement is applicable. It will not be at the option of the employee. Employees who elected car allowance as at November 2, 2004 will remain on car allowance. Employees who elected mileage reimbursement as at November 2, 2004 may remain on mileage reimbursement or may elect to convert to car allowance, however, once they elect the car allowance they will not be able to return to mileage reimbursement.

Car allowance will be provided at a taxable flat rate of \$85.00 per week.

Mileage reimbursement is provided at the non-taxable rate of 40.3 cents/km.

An employee who uses his or her automobile on a 'casual' basis shall be paid in accordance with the above non-taxable mileage reimbursement upon written submission to his/her manager of the actual distance driven.

14.03 Automobile business insurance shall be required of each employee who uses his/her vehicle for the Employer's business. The cost of business insurance shall be paid by the Employer to a maximum of \$250.00 per year based on submission of receipts/documentation of coverage once per calendar year. Retroactive or stale-dated claims for reimbursement will not be approved and this matter will not be subject of any grievances.

14.04 When an employee is required by the Employer to take a special educational course, the Employer will pay the full cost of the course plus required course material.

When an employee takes a course on his/her own initiative, the Employer will refund one hundred percent (100%) of the cost of tuition fees and course material. However, the employee must comply with the following requirements:

(a) The employee is to have been employed for at least six months;

(b) The course must be work related and be taken at a recognized educational institution approved by the Employer. Prior approval must be received for each course.

(c) The employee must be on permanent staff and have successfully completed the course to qualify.

14.05 The Employer shall pay eight dollars(\$8) meal allowance to all employees covered by this agreement who work nine and a half (9 - 1/2) hours or more on a given day.

14.06 The Employer shall reimburse legitimate parking expenses, upon presentation of receipts.

ARTICLE 15 - SICK PAY

- 15.01 a) All full-time employees who have completed their probationary period will be paid, if they are sick, up to ten (10) days in a calendar year. Any unused sick absence days shall accumulate from year to year to a maximum of twenty (20) days.
- b) Any such sick absence days which are unused in a given calendar year may be carried over for use only during the next following calendar year.

ARTICLE 16 - SENIORITY AND PROBATIONARY PERIOD

- 16.01 Seniority shall be determined by an employee's length of continuous service as an employee of the Employer.
- 16.02 An employee shall cease to have seniority rights, and employee status with the Employer shall be terminated for all purposes, if the employee:
- (a) Voluntarily terminates his/her employment;
 - (b) Is laid off by the Employer for a period exceeding eighteen (18) months;
 - (c) Being an employee on the recall list, fails to report for work within ten (10) days after being notified by the Employer of a job offer the refusal of which would result in the employee being dropped from the recall list in accordance with Article 6.03 (e);
 - (d) Is absent from work for three (3) consecutive days without providing a satisfactory reason to the Employer;
 - (e) Fails to report for work after an authorized leave of absence without providing an explanation satisfactory to the Employer;
 - (f) Is discharged for just cause and such discharge is not reversed through the grievance procedure;
 - (g) Retires.
- 16.03 A seniority list shall be posted annually and a copy shall be provided to the union. If there are no objections within thirty (30) days of the posting, the list shall be deemed to be accurate. Seniority lists shall be posted in all workplaces.
- 16.04 New employees shall be considered probationary employees for the first six (6) months of their employment . The employer may dismiss a probationary employee for any reason provided such dismissal is not otherwise arbitrary, discriminatory or in bad faith. In such a case he/she shall not have the right to have the dismissal grieved under the grievance and arbitration procedures of this agreement.

ARTICLE 17 – REMUNERATION

- 17.01 (a) In the application of the following schedule of salaries to employees, experience shall include all employment in comparable work. Employees shall be confirmed as to job title and experience rating by mutual agreement between the Union and the Employer. Employees shall automatically move up on the salary grid (as applicable) upon completion of the required period of service.
- (b) Provided the employer notifies the union chairperson of the above mentioned information, any disagreement with an experience rating must be made known to the employer within sixty (60) days of hiring.
- (c) The Employer will give the Union advance notice when it wishes to establish a new job classification. If the Union disagrees with the salary schedule proposed for the job, the parties shall meet and endeavour to resolve the issue. The matter may be referred to arbitration if the parties do not reach agreement within a reasonable period of time.
- 17.02 When the Employer temporarily assigns an employee to a higher classification for one shift or more, he/she shall receive the rate in the higher classification next higher than his/her regular rate retroactive to the first shift.
- 17.03 When an employee is temporarily assigned to a lower classification, he/she shall maintain his/her current rate.
- 17.04 An employee promoted to a higher classification shall receive no less than the minimum rate for that classification which is next above that minimum rate which he/she is receiving in the lower classification.
- 17.05 There shall be no reduction of employees' salaries, except in the case of a reclassification. No employee shall be required to accept a transfer to another classification against his or her wishes.
- 17.06 Employees shall continue to be paid every two weeks on the pay days and for the pay period established by past practice.
- 17.07 A shift differential of \$5.50 shall be paid for each scheduled shift where a majority of the hours on such shift is worked between 6:00 p.m. - 6:00 a.m.
- 17.08 When the employer assigns a circulation representative to the position of circulation representative co-ordinator for one shift or more, he/she will receive a premium of twenty-five cents (\$0.25) per hour over the two-year rate of circulation representative for all such hours worked, retroactive to the first shift.
- 17.09 Salary Plus Commission Employees

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

the first thirty (30) days following the change the Employer agrees that the affected employee(s) shall receive commission remuneration no less than would have been received under the previous structure had the change not occurred. In any case, the Union shall be notified of any change in commission structures as well as remuneration structures offered to new employees.

17.10 The following minimum hourly rates shall apply as of November 3, 2007.

Group 1 - Accounting Services

| | <u>Nov 3'07</u> |
|----------------|-----------------|
| Start | 509.52 |
| After 3 months | 530.25 |
| After 1 year | 550.96 |
| After 2 years | 571.66 |

Group 2- Credit Administrator

| | |
|----------------|--------|
| Start | 504.87 |
| After 3 months | 545.14 |
| After 1 year | 584.41 |
| After 2 years | 625.63 |

Group 3 - Accounting Services Administrator

| | |
|----------------|--------|
| Start | 643.07 |
| After 3 months | 673.70 |
| After 1 year | 704.31 |
| After 2 years | 734.95 |

Group 4 - Circulation Representative

| | |
|----------------|--------|
| Start | 549.27 |
| After 3 months | 580.43 |
| After 1 year | 611.87 |
| After 2 years | 643.21 |

Group 5 - Circulation Co-ordinator

| | |
|----------------|--------|
| Start | 704.31 |
| After 3 months | 734.94 |
| After 1 year | 765.58 |
| After 2 years | 796.20 |

Group 6 - Customer Service Representative

| | |
|----------------|--------|
| Start | 536.09 |
| After 3 months | 549.27 |

| | |
|-----------------------------------|--------|
| After 1 year | 580.44 |
| After 2 years | 611.87 |
| Group 7 - Real Estate Salesperson | |
| Weekly base | 415.78 |
| After 1 year | 446.72 |
| Group 8 - Retail Sales Person | |
| Weekly Base | 459.20 |

Effective November 3, 2008, the 2007 minimum salary scales above shall be increased by the annual average percentage change in the CPI for Ontario for the previous one year period as at September 30, 2008, but the minimum increase shall be no less than one and one half percent (1.5%) and the maximum shall be no more than three percent (3.0%).

Effective November 3, 2009, the 2008 minimum salary scales above shall be increased by the annual average percentage change in the CPI for Ontario for the previous one year period as at September 30, 2009, but the minimum increase shall be no less than one and one half percent (1.5%) and the maximum shall be no more than three percent (3.0%).

ARTICLE 18 – BENEFITS

18.01 For employees who choose full benefit coverage, the Employer shall continue to provide, on the following cost sharing basis: Supplementary Medical 80% Employer, 20% Employee; Dental 60% Employer, 40% Employee, the existing level of benefits including Life and Dependent Life Insurance, AD & D Insurance, LTD Insurance, Hospital and Medi Pak coverage, a Vision care Plan that provides for reimbursement for eye glasses or contact lenses for the employee and the dependents to a maximum of \$225.(effective January 1, 2008) every two (2) years, and a Dental Plan.

For employees who choose only Life and LTD Insurance, the Employer shall pay for the life insurance and the employee for the LTD.

Coverage and the amount of benefits are set out in the insurance contract which is not part of this agreement. The Employer's obligation is limited to paying its portion of the premiums. The Employer will provide the proper documents required and/or will assist the employee in dealing with the insurance provider, if requested.

18.02 Eligible employees with two (2) years service shall be eligible to participate in the existing Employer Pension Plan.

ARTICLE 19 -TEMPORARY EMPLOYEES

- 19.01 A temporary employee is one who is hired:
- a) to cover a leave of absence for any reason (including pregnancy and parental leaves), illness, disability or injury for the duration of the leave;
 - b) to cover vacation absences for a maximum continuous period of five months - this includes summer students covering vacation absences during the period May 15th to September 30th; or
 - c) for a special project or for a specified time in either case not to exceed four (4) months. This may be extended by mutual agreement of the parties and such agreement will not be unreasonably withheld.
- 19.02 The Union shall be notified in writing when temporary employees referred to in 19.01 are hired.
- 19.03 Temporary employees normally scheduled to work on a holiday shall receive holiday pay provided the temporary employee works his/her last full scheduled shift before and his/her first full scheduled shift after the holiday. Temporary employees who qualify for holiday pay will be paid in accordance with the Employment Standards Act of Ontario.
- 19.04 In addition to the regular wages, temporary employees shall be paid 4% of their earnings in lieu of annual vacation. This amount shall be paid to the employee, upon request, provided notice is given in writing by the employee to the payroll office two weeks prior to the date required.
- 19.05 Temporary employees shall not establish seniority under this agreement.
- 19.06 Temporary employees shall only be covered by the following Articles: 1, 2, 3, 6.01, 8.02, 8.03 8.06, 11.04, 11.06, 12, 14.01, 19, 20.
- Notwithstanding the provision contained in Article 16.01, when a temporary employee becomes a full-time employee without a break in service with the Employer, he/she will have a seniority date established with service credit given the number of shifts worked prior to becoming a full time employee.
- 19.07 A temporary employee other than one hired to cover vacation absences shall be paid on an hourly basis equivalent to the weekly salary provided for the employee's classification and experience.

ARTICLE 20 - DURATION OF AGREEMENT

- 20.01 The term of the collective agreement shall be from November 23, 2007 to November 2, 2010. The parties agree that there will be no strike or lockout, as defined by the Labour Relations Act, during the term of this agreement.
- 20.02 Within ninety (90) days prior to the expiration of this agreement, either party may open negotiations for a new agreement to take effect upon the expiry of this present agreement.

IN WITNESS WHEREOF the parties hereto sign and attest to this agreement this ____ day of _____, 2008.

Hamilton Community News
A Division of Metroland Media Group Ltd..

CEP, Local 87-M
(S.O.N.G.)

 Jennifer McKie
 Retail Sales Manager

 Len Deiter
 National Representative

 Jamie Poehlman
 Regional HR Manager

 Mark Newman
 Unit Chair

 Kara Bartley
 Human Resources Business Partner

Brabant Newspapers

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February 8, 2002

Ms. Barb Dolan
CEP Local 87-M Southern Ontario Newsmedia Guild
701 Evans Ave. - Suite 200
Etobicoke, ON
M9C 1A3

Dear Ms. Barb Dolan:

Set forth below are the understandings reached during our recent negotiations and which we agreed to cover by letter.

Re: Retail Sales Salespersons

Article 9.06 specifies how Retail Sales salespersons are to be paid for Recognized Holidays. The same calculation shall apply for Retail Salespersons with respect to sick days, bereavement days, jury duty days, the specified annual floating day and days on which they are required to attend seminars.

Yours truly
Cal Bosveld
Group Publisher

Renewed and Agreed to on this 23rd day of November 2007.

Jamie Poehlman
Hamilton Community News

Len Deiter
National Representative
CEP Local 87-M (SONG)

LETTER OF UNDERSTANDING

Further to discussions during the 2001/2002 negotiations, the Employer makes the following commitment on the issue outlined below:

. The cost of cellular telephones, if utilized by outside salespersons or other authorized employees in the performance of their job duties with the employer, will be reimbursed for the monthly billing up to a maximum of \$30.00 per month. This will begin the first of the month following ratification. The employer will develop any administration guidelines and substantiation procedures.

Dated this 8th day of February, 2002

Renewed and Agreed to on this 23rd day of November 2007.

Jamie Poehlman
Hamilton Community News

Len Deiter
National Representative
CEP Local 87-M (SONG)