

# **COLLECTIVE AGREEMENT**

between the

## **NIAGARA FALLS REVIEW**

A Division of Metroland Media Group Ltd.

-and-



**UNIFOR LOCAL 87-M  
SOUTHERN ONTARIO NEWSMEDIA GUILD**

**January 1, 2021 to December 31, 2025**

## Table of Contents

Preamble .....	4
Article 1 – Union Recognition and Scope of Agreement .....	4
Article 2 – Union Dues/Membership .....	4
Unifor Social Justice Fund .....	4
Paid Education Leave .....	5
Article 3 – Union Representation .....	5
Article 4 – Management Rights .....	6
Freelance .....	6
Restrictions on Performing Bargaining Unit Work .....	6
Article 5 – No Strike or Lock Out .....	7
Article 6 – Grievance Procedure .....	7
Article 7 – Seniority and Layoff .....	8
Seniority Defined .....	8
Part time Service .....	9
Time Outside Bargaining Unit .....	9
Probationary Employees .....	9
Layoffs .....	9
Domestic Violence or Abuse .....	11
Article 8 – Union, Family and Personal Leave .....	12
Union Meetings, Conferences .....	12
Full Time Union Officer Leave .....	12
Family Leave .....	12
Personal Leave .....	12
Article 9 – Bereavement Leave .....	12
Article 10 – Jury and Witness Leave .....	13
Article 11 – Pregnancy and Parental Leave .....	13
Article 12 – Health and Safety .....	13
Article 13 – Information .....	13
Article 14 – Working Hours and Overtime .....	14
Article 15 – Job Vacancies, Postings and Transfers .....	15
Article 16 – Discipline and Discharge .....	15
Article 17 – Vacations .....	16
Article 18 – Paid Holidays .....	17
Article 19 – Benefits .....	18
Article 20 – Pension .....	18
Article 21 – Severance .....	18
Article 22 – Expenses .....	18
Expense Reports .....	18
Kilometer Rate .....	18
Cell Phone Expense .....	19
Recording Device Expense .....	19
Article 23 – Editorial Professional Issues .....	19
Editing Changes .....	19
Outside Activities .....	19

Copyright.....	19
Bylines.....	20
Freelance.....	20
Legal Expenses.....	20
Source Material.....	20
Article 24 – Part Time and Temporary Employees.....	20
Article 25 – Wages.....	21
Article 26 – Duration of Agreement.....	22
SideLetters	
1. Training.....	23
2. EAP.....	23
3. Age 65.....	24
4. STD/Casual Absenteeism.....	24
5. Work From Home.....	24

**PREAMBLE:**

This Agreement entered into as of the 6<sup>th</sup> day of April 2022, between The Niagara Falls Review, a division of Metroland Media Group Ltd, hereinafter referred to as the “Company”, and Unifor Local 87- M, hereinafter referred to as the “Union”.

WITNESS: That in consideration of the covenants hereinafter mutually agreed to, it is hereby agreed to as follows:

**ARTICLE 1 – UNION RECOGNITION AND SCOPE OF AGREEMENT**

A. The Company agrees to recognize Unifor Local 87-M, Southern Ontario Newsmedia Guild, as the exclusive bargaining agent for all employees of The Review, a division of Metroland Media Group Ltd, in the following bargaining unit:

All employees in the Editorial Department of The Review, a division of Metroland Media Group Ltd., in the Regional Municipality of Niagara, save and except persons exercising managerial functions or employed in a confidential capacity in matters relating to labour relations within the meaning of the Ontario Labour Relations Act. For the purposes of clarity, as of the date of the application for certification, the following positions are excluded on the basis that the incumbents exercise managerial functions or are employed in a confidential capacity in matters relating to labour relations within the meaning of the Ontario Labour Relations Act: Managing Editor, City Editor, News Editor, Sports Editor and Night Editor.

B. 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. In addition, the singular shall include the plural wherever the context so requires.

**ARTICLE 2 – UNION DUES/ MEMBERSHIP**

A. The Company shall deduct from the wages of members of the Union such dues and/or special assessments as authorized in writing by the Union. The Company shall remit to the Union such deductions not later than the end of the month in which such deductions were made. The Union agrees that it will indemnify and save the Company harmless for any and all claims which may be made against it by an employee, or employees for amounts deducted from wages as provided in this article.

B. Unifor Social Justice Fund:

1. 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.
2. The monies so deducted shall be remitted to the charitable foundation known as the Unifor Social Justice 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.
3. The first deduction for the Fund will be made in the fifth (51h) week following the ratification of the Agreement.
4. It is understood that participation in the program of deductions set out above is voluntary. Employees who do not wish to participate must so inform the Employer

within thirty (30) days of the ratification of the Agreement or within thirty (30) days after being hired.

5. All such employee contributions to the Unifor Social Justice Fund shall be recorded on the employee's T 4 Form.
- C. The Company recognizes the Union as the sole collective bargaining agency for the members covered by this Agreement, and hereby consents and agrees to negotiate with the Union any and all matters affecting the relationship between the Company and all members within the scope of this Agreement as described in Article 1, Scope of Agreement.
- D. It is a condition of employment of any employee as of the date of signing of this agreement who is a member of the Union or who thereafter becomes a member of the Union, that they remain a member in good standing. All future employees shall, as a condition of employment, become and remain members in good standing of the Union within twenty (20) days of commencing employment. The Union agrees that it will accept into and retain in membership any employee subject to the Constitution and By- Laws of the Union, and further agrees that an employee shall not be discharged in the application of this provision except for non- payment of dues.
- E. Paid Education Leave  
The Employer agrees to pay into a special fund an amount of three cents (\$.03) per hour for all compensated hours to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:
- Unifor  
Paid Education Leave Program 205 Placer Court  
Toronto, ON  
M2H 3H9
- The Employer shall approve Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

### **ARTICLE 3 – UNION REPRESENTATION**

- A. Employees shall have the right to have a union representative present at any disciplinary meeting which may result in the imposition of discipline. Copies of written discipline will be provided to the union. In the event that a union representative is not available, this provision will not prevent the Company from taking appropriate action if immediate action is required.
- B. Bulletin Board: The Union shall have the right to use a bulletin board for the posting of notices of official Union business.

- C. The Company agrees to allow for the placement of an on-site ballot box for annual union elections that may take place, provided that there is no disruption to the workplace or business operations. Any related meetings must be held off-site after business hours, and must not interfere with any operational requirements.
- D. The Company shall advise new employees, or employees who are transferred into the bargaining unit, that a collective agreement is in effect and advise such employee(s) of the name of the union's Unit Chairperson. The Company shall advise the unit chair when an employee is hired or transferred into the bargaining unit.

**ARTICLE 4 – 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 operations, and to establish and enforce rules and regulations governing the conduct of employees, is the exclusive function of the Company, subject to the terms and conditions of this Agreement. All matters concerning the operations of the Company not specifically dealt with herein shall be reserved to the Company and be its exclusive responsibility. The Company agrees to exercise the above rights in a fair and reasonable manner.
- B. Freelance:
  - a. Except under extraordinary circumstances, the Employer shall not assign or publish editorial content submitted by independent contractors or volunteers that constitutes a substitution for full-time or part-time bargaining unit positions and/or bargaining unit work. The nature of extraordinary circumstances shall include considerations of enterprise, exclusive access, first-person voice, frequency of contribution, proximity, timeliness, specialized knowledge and significant competitive advantage for the newspaper.
  - b. It is understood that submissions including photos from citizen journalists must satisfy the criteria of infrequent contribution, plus enterprise or first person voice.
  - c. Bargaining unit members will be notified of and considered for any new or renewed freelance assignments.
  - d. Notwithstanding the above, the company may assign stories to paid or unpaid students as part of a bona fide educational internship to a maximum of two students at one time. However, no students may be extended beyond the expected term of an internship, and no new students shall be engaged in the event that a bargaining unit member is on lay-off.
- C. Restrictions on Performing Bargaining Unit Work:  
The Employer shall not assign bargaining unit work to any employee outside the Bargaining

Unit except to the extent that has been previously assigned as of May 10, 2011.

**ARTICLE 5 - NO STRIKE OR LOCK OUT**

The union agrees that during the term of this agreement, there will be no strike, slowdown, or other stoppage of work. The Company agrees that there will be no lockout of employees during the term of this agreement. No officer or representative of the Union shall authorize, instigate, aid or condone any such activities. No members shall participate in any such activities.

**ARTICLE 6 - GRIEVANCE PROCEDURE**

- A. All disputes and grievances between the Company and any or all said members shall be submitted to the Grievance Committee as established herein.
- i. The Union shall elect and the Company shall recognize a committee of two (2) members, one of whom shall be the chairman, and all of whom shall be members of the Union and employees of the Company. This committee shall be known as the "Grievance Committee". To this committee shall be referred all questions arising out of the operation of this Agreement, and all disputes regarding the interpretation of this Agreement.
  - ii. STEP 1 - The aggrieved member (in company with members of the Committee) shall present his grievance, within thirty (30) working days of the circumstance which led to the grievance, on the official grievance form to the immediate supervisor outside the bargaining unit or his designate.
  - iii. STEP 2 - Should the immediate supervisor outside the bargaining unit or his designate fail to arrive at a mutually acceptable settlement with respect to the grievance within 3 working days after presentation thereof to him, the aggrieved member (in company with members of the Committee) shall present such grievance in written form to the Company within 2 working days of receipt, in writing, of the immediate supervisor outside the bargaining unit or his designate's decision. The grievance shall thereupon be discussed within 2 working days and a solution with respect thereto shall be sought between the Committee and the Company's representative.
  - iv. STEP 3 - In the event of failure of the committee and the Company's representative to agree with respect to the grievance within a further working day, the Union shall be at liberty to call in a Union representative to assist, at a meeting with the Company's representative to be held within a further ten (10) working days. Should the matter not be resolved within a further working day, either party may refer it to an arbitration board within fifteen (15) days of the final meeting, providing the other party has been notified, and an arbitration board shall be set up in the following manner. Time limits in all of the above Steps may be extended by mutual agreement of the parties.
  - v. In general, it is intended that grievances which are not resolved 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 provisions of this Article insofar as they refer to a Board of Arbitration shall be deemed to apply to the Arbitrator in the performance of his duties.

**BOARD OF ARBITRATION** - The Union and the Company shall each appoint one (1) member to the Board of Arbitration. Both parties shall be allowed ten (10) working days to make such appointments and notify the opposite party. The members thus named shall elect an impartial umpire as chairperson. Failing agreement within a period of ten (10) days as to the choice of such umpire, the Minister of Labour for Ontario shall be requested to appoint and name such an umpire or chairperson, and whether selected by the parties hereto or foresaid, or appointed by the Minister of Labour, the decision of the majority of this arbitration board shall be final and binding on the parties hereto.

- vi. The arbitration board shall not alter, modify or amend any part of this agreement or make any decision inconsistent with the provisions of this agreement with the exception that where an employee has been discharged or disciplined for cause, the arbitration board may substitute such other penalty for the discharge or discipline as to the arbitration board seems just and reasonable in all the circumstances.
- vii. Each of the parties to this agreement will bear the expenses of the arbitrator appointed by it and the parties will share equally the expenses of the chairman.
- viii. 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 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, 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.

**ARTICLE 7 - SENIORITY AND LAYOFF**

**A. Seniority Defined**

Seniority, for employees hired after April 22, 2013, shall mean continuous service in the bargaining unit.

Seniority for employees with start dates on or prior to April 22, 2013, shall mean continuous service with the employer. For clarity, no one who was a member of the bargaining unit on



April 22, 2013, shall lose seniority as a result of a change in the definition.

Notwithstanding the above, continuous service for the purpose of vacation and severance entitlements shall include all service with the employer (including former employers, Sun Media and Postmedia properties.)

B. Part-time Service

Seniority for part-time employees shall accrue on the basis of hours worked. In the event a part-time employee attains full-time employment status such employee shall be entitled to credit only for straight time hours worked in the period of his continuous service immediately preceding and contiguous (excepting a break in service up to and including 14 calendar days) to his attaining full-time employment status. Credit for such part-time service shall be calculated assuming the hours of a full-time work-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 and then became a full-time employee would be awarded the equivalent of one (1) year of full-time service and his or her seniority date would be amended so as to reflect this accumulated service. In the event that the above formula results in two or more employees having the same seniority date, shift fractions resulting from above formula shall be used to determine the appropriate order of seniority.

C. Time Outside the Bargaining Unit

An employee who is in the bargaining unit but who then transfers to a position with the employer outside the bargaining unit for a continuous period of employment, and subsequently returns to the bargaining unit shall have his seniority bridged i.e. credit for seniority accrued previously in the bargaining unit but not for subsequent continuous service outside the bargaining unit.

D. Probationary Employees

Probationary employees may be dismissed for any reason prior to the completion of their probationary period provided the Company does not act in bad faith. The probationary period may be extended by mutual agreement of both parties.

E. Layoffs

The Company shall have the right to determine the size and disposition of the staff.

If the Company decides that it is necessary to reduce staff then employees will be laid off within each classification on the basis of the reverse order of their seniority provided that the remaining employees have the ability (which may include skill, qualifications, knowledge, training and experience) to perform the work required. Classification means a job classification listed within a wage group in the Wage Schedule.

The Company shall accept voluntary resignations, to be effective on the date the layoff is to take effect, from employees in the affected classification, provided those remaining in the classification have the qualifications, skill, ability, knowledge and experience to

perform the work required. The number of employees to be laid off will be reduced accordingly. Such volunteers will receive severance pay in accordance with section below but will otherwise be treated as people who have quit for the purposes of this agreement. The Company will not be under any obligation to accept more voluntary resignations in a classification than required to prevent the layoff in that classification.

An employee in a classification being reduced in number may elect to go into a lower rated classification provided they have worked in such classification within the preceding three years and have the qualifications, skill, ability, knowledge and experience to perform the work required. This shall apply when the employee's total service with the Company exceeds that of another employee in the lower classification, who will then become the employee to be laid off.

- F. Upon termination of employment, exclusive of retirement, quit, death or discharge for just cause, an employee shall be given notice required by the Employment Standards Act with a minimum of eight-weeks' notice or pay in lieu thereof at the Company's option. In either circumstance, the Company shall give the Union written notice on the day the employee is notified.
- G. Employees will be recalled to work in the reverse order from the classification from which they have been laid off, provided they have the skill, ability, knowledge, training and experience for the work required and provided, however, that such recalls take place within eighteen (18) months from the date of layoff.

Employees on layoff shall be eligible for recall to other positions in the Wage Group from which they have been laid off, provided they have the requisite seniority, they have performed the job within the last three years and they have the qualifications, skill, ability, knowledge and experience to perform the work required. For this purpose, Editors and Multi-Media Journalists shall be considered to be in the same wage group. Such recall must take place within eighteen (18) months from the date of layoff.

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

When a laid-off employee accepts a temporary recall not exceeding three months duration, the employee's recall rights are extended by the length of time worked during the temporary recall and do not restart following the temporary recall period.

- H. Any employee who refuses a position in the classification from which laid off automatically terminates any claim to further employment by the Company except that a full-time employee may refuse work of a temporary nature, or part-time work, without affecting his/her recall rights.

- I. An employee shall lose seniority and employment in the event that:
  - i. The employee voluntarily quits.
  - ii. The employee is discharged for just cause and is not reinstated by an arbitrator.
  - iii. The employee fails to report for work within 10 working days after notification by the employer of recall to work following layoff. If an employee fails to return to work for reasons of sickness or accident, the employee must provide a medical certificate from a qualified physician prior to reinstatement.
  - iv. The employee has been laid off for a period exceeding 18 consecutive months.
  - v. The employee has been absent without an explanation satisfactory to the Company for three working days.
  - vi. The employee fails to report to work after an authorized leave of absence without providing an explanation satisfactory to the Company.
  - vii. The employee retires.
  
- J. If an employee is laid off as a direct result of the introduction of major innovative change in equipment or technology used by it in its operations, and such layoff will occur within six (6) months of the change, the Company shall give the employee at least two (2) months of notice of the layoff. During this period, the Company and the Union shall meet to discuss ways and means of reducing the impact of such change.

In the case of a competitive emergency, the Employer shall give the employee two (2) weeks' notice of layoff, but shall pay the employee the balance of the two months of notice. For clarity, the two months of notice is in addition to the eight weeks of notice stipulated elsewhere in this collective agreement.

- K. The Company and the Union agree that no employee will be discriminated against contrary to the Ontario Human Rights Code, nor will any employee be discriminated against for union activity or lack of union activity. The Union and the Company recognize the right of all employees to work in an environment free from harassment. The representatives of the Union and the Company will continue to resolve workplace issues in a professional manner and with mutual respect.
  
- L. DOMESTIC VIOLENCE OR ABUSE  
The Company and Union understand that employees are at times dealing with personal issues that affect their ability to function in their workplace. As such, the Company and Union will develop a communication program to inform employees who may be victims of domestic violence or abuse to assist them in dealing with these and other personal issues. The Company will provide access to those employees who have requested further assistance with a third party provider who have staff to deal with such situations. Individuals who are disabled and unable to work as a result of domestic violence or abuse will be eligible for paid time off subject to the terms and conditions of the Company's short term and long term disability plans. The Company will provide necessary accommodations to victims of domestic abuse. The Company will recognize in its communication program that the Union may appoint an Anti-Domestic Violence Advocate and will allow reasonable paid time off for / to respond to calls / communications. Time spent by the advocate will be considered Union Business.

**ARTICLE 8 – UNION, FAMILY AND PERSONAL LEAVE**

**A. UNION MEETINGS, CONFERENCES**

Leave of absence without pay shall be granted to not more than one employee at any one time upon three weeks' written notice that an employee has been elected or appointed as a delegate to conventions and/or conferences of Unifor, the Canadian Labour Congress, or any organization with which Unifor is affiliated, and to delegates to special and/or educational meetings called by Unifor, or by any branch thereof. The granting of such leaves shall be dependent upon not causing an unreasonable disruption of the Company's operations.

**B. FULL-TIME UNION OFFICER LEAVE**

The Employer will grant an employee a leave of absence without pay or benefits to work in an official full-time capacity for the Union, the Canadian Labour Congress or the Ontario Federation of Labour. During this time period, the employee will continue to accrue bargaining unit seniority and advance on the wage grid. Pension plan service shall only accrue if the Employer's contributions are paid by the labour organization. The employee must give the Employer one (1) month notice in writing of such a leave, or of an election that may lead to the need for such a leave and, if operational concerns require it, up to two (2) weeks more notice after the election. No more than one (1) employee may be absent on this leave at any one time.

**C. FAMILY LEAVE**

The Company may grant leave of absence with pay upon request to employees who must attend to family emergencies or sick or injured members of their immediate family

**D. PERSONAL LEAVE**

Leaves of absence without pay may be granted at the discretion of the Company, providing such leave does not cause a disruption of the operation. Requests for such leaves shall be made in writing stating the reasons for the leave and the period for which the leave is sought. All conditions of the leave and return to work must be in writing and agreed between the Company and employee prior to the commencement of the leave.

**ARTICLE 9 – BEREAVEMENT LEAVE**

In the event of a death in a member's immediate family (member's parents, sister, brother, spouse, children, step-children, mother-in-law, father-in-law, stepmother, stepfather, legal guardian) such member shall be entitled to be absent from work for not more than five (5) regular working days when such absence is necessary to make arrangements for and/or to attend the funeral. During such absence the member shall be compensated at their straight hourly classification rate for such regular time lost.

Employees shall not be paid for regularly scheduled off days or when the pay is duplicated under any other provision of this contract.

Members shall be entitled to be absent from work for one working day with pay to attend the funeral of a grandparent, grandchild, aunt, uncle, sister-in-law or brother-in-law.

The reference to spouse in Article 13 will include Common-Law spouse and children thereof.

The term “spouse” in paragraph 13 (a) above shall be defined in accordance with the Family Law Act. Where those criteria are met, the term “common-law spouse” and “same-sex partner” will have the same effect as the term “spouse”.

**ARTICLE 10 – JURY AND WITNESS LEAVE**

Members subpoenaed to testify before an administrative tribunal, court of law, coroner’s inquest, parliamentary inquiry, or Royal Commission or called to serve in civil or criminal court as a juror shall receive makeup pay to the regular rates for time lost. Employees released from jury duty for one-half day or more shall be required to return to work to perform their regular duties.

**ARTICLE 11 – PREGNANCY/PARENTAL LEAVE**

Pregnancy and parental leave shall be granted in accordance with the Employment Standards Act.

**ARTICLE 12 - HEALTH AND SAFETY**

A. Where there is a company workplace, it is agreed that the Company will keep it in a clean, healthful, sufficiently ventilated, properly heated and well-lighted condition at all times.

It is agreed that there will be a minimum of one (1) representative of the bargaining unit on the Niagara Falls Review Health and Safety Committee. It is agreed that the Health and Safety Committee shall meet in accordance with its terms of reference, and in accordance with Occupational Health and Safety Act of Ontario.

B. VDT glare screens shall be provided in all cases, where requested.

**ARTICLE 13 – INFORMATION**

The Company, upon signing this agreement and annually thereafter, shall supply the Union with a list containing the following information for all employees covered by this agreement:

- i. Name and address;
- ii. Date of hiring;
- iii. Date of birth;
- iv. Classification;
- v. Salary;
- vi. Experience rating and experience anniversary date (where appropriate).
- vii. Phone number (home or cell)

The Company shall notify the Union in writing with reasonable frequency with respect to resignation, termination, deaths, leaves of absence and other revisions in the data listed above, with effective dates. Within one month after the hiring of a new employee, the employer shall furnish the Union, in writing, with the data specified above for each new employee.

#### **ARTICLE 14 - WORKING HOURS AND OVERTIME**

- A. The standard work schedule for full-time employees shall be five (5) days and 37.5 hours. On mutual agreement, the Company may schedule employees to work six shifts one week and four shifts the next week. In such case, the sixth shift shall not be paid at overtime rates.
- B. Overtime shall be defined as work authorized and required beyond 37.5 hours in a week. Overtime shall also be defined as daily hours worked that are authorized and required in excess of 7.5 due to factors or circumstances beyond the control of the employee. It is understood that, in the application of the above, there shall be no duplication of overtime payment made for the same hour of overtime.
- C. When a full-time employee is required to work overtime, he shall have the option of taking cash or compensating time off equivalent to time and one-half of the time worked, at a time mutually satisfactory to the Company and the employee. A maximum of 37.5 hours of overtime may be banked at any one time by any person, after which overtime will be paid in cash. In order to have a valid claim for overtime pay or compensating time off, the overtime must be reported by the employee to the Company on a weekly basis on Fridays.
- D. Employees will not be required to begin one scheduled shift sooner than nine hours following the completion of the previous regularly scheduled shift, unless the employee consents.
- E. Work schedules shall be arranged and posted by the Company each Thursday for the following week. Weekend schedules for the following two months shall be arranged and posted by the Company by the twentieth of each month. Such schedule may be changed at any time by the Company due to unforeseen events or circumstances, including vacations scheduled after the posting. Prior notice of such changes shall be given when possible.
- F. Where an employee regularly works the same scheduled hours from week to week, where practicable, the employee's normal starting time shall not be changed by more than one hour unless the employee has been given one week's notice of such change. Changes may be made by the Company to cover emergency situations.
- G. A regular full-time employee required to work anytime between 8 p.m. and 7 a.m. will receive a \$1.30 per hour premium for the hours worked between 8 p.m. and 7 a.m..
- H. An employee working 7.5 hours or more in a day will receive an unpaid lunch period of 30-60 minutes. The current practice pertaining to paid break periods will continue.
- I. In the event of a regular Sunday Edition, the parties agree that the regular shift established to produce this Edition will be at straight- time rates. The Company will endeavour to provide the employees as much notice as is reasonably possible of the launch of the Sunday publication.

**ARTICLE 15 - JOB VACANCIES, POSTING AND TRANSFERS**

- A. In the case of a vacancy to be filled, the Company will post and/or circulate via email such vacancy for a period of not less than seven (7) working days. Current bargaining unit employees shall be given an opportunity to apply for such a vacancy.
- B. Before interviewing external applicants, the Company shall interview employee applicants who are qualified (which may include the criteria of skill, ability, knowledge, training and experience) and unsuccessful employee applicants shall be advised of the reasons that they were not granted the position.

If there are two or more applicants who possess the above qualifications, then the applicant with the most seniority shall be the successful candidate.

The Company shall provide a trial period for the successful employee candidate of up to thirty (30) calendar days, with a minimum of a ten (10) calendar day familiarization period, unless the company and the union mutually agree to amend the minimum trial period. At the end of the trial period, the employee, if satisfactory, shall be confirmed in the new position. If not confirmed, the employee shall be returned to the previous position.

- C. The Company maintains the exclusive right to hire outside the bargaining unit if it so requires.
- D. When a beat change is being contemplated by the Company, a memo will be circulated to all employees giving them the opportunity to express interest in specific beats. Employees will be given three days to respond, and will be advised in the memo of the date by which they must respond. Failure to respond will be taken by the Company to mean the employee does not have a particular interest in a specific beat.
- E. The Company shall consult with an employee who is to be transferred to a different work location with the intention of minimizing the disruption to that employee. The Company will give the affected employee a minimum of two weeks' notice of the transfer, unless such a delay would hamper the operation of the business.
- F. The company agrees that it shall not use hiring and promotion to subvert the seniority provisions of the collective agreement.

**ARTICLE 16 - DISCIPLINE / DISCHARGE**

- A. Discipline shall be only for just and sufficient cause and the discharge of an employee who has passed their probationary period shall be only for just and sufficient cause. Any discharge shall, on request of the member concerned, or on motion by the Union, be subject to review by the Grievance Committee as provided for in Article 14.
- B. In the event of discharge, the Union may proceed directly to Step 3 of the Grievance Procedure.
- C. Employees shall have the right to have a union representative present at any disciplinary

meeting which may result in the imposition of discipline. Copies of written discipline will be provided to the union. In the event that a union representative is not available, this provision will not prevent the Company from taking appropriate action if immediate action is required.

- E. Copies of formal discipline shall be removed from an employee's personnel file eighteen (18) months after the date of issue, provided there has been no further discipline issued during the eighteen (18) month period.

**ARTICLE 17 - VACATIONS**

- A. All members covered by the terms of this agreement shall receive vacation with pay according to the following chart.

1 to 6 years of service	three (3) weeks per year
7-14 year of service	four (4) weeks per year
15+ years of service	five (5) weeks per year

Employees in their first calendar year of employment, upon completion of their probationary period will be entitled to 1 day per month to a maximum of 10 days in the first year.

The Company maintains the right to schedule employees on vacation if required.

It is management's responsibility to ensure that vacation entitlement is scheduled and used within the vacation year of January 1<sup>st</sup> to December 31<sup>st</sup>. Employees will take vacation in the year they earn it with the understanding that if an employee leaves the Company for any reason, other than involuntary layoff, and has not earned all the vacation time they have taken, the Company will deduct such amounts from any outstanding monies. If the amount to be reimbursed is greater than the outstanding monies, the employee shall agree to reimburse the employer with terms that are mutually acceptable.

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

With management approval, vacation of up to 5 days may be carried over to the next year providing it is used by March 31<sup>st</sup>.

- B. Vacation schedules shall be approved by management, subject to the operational requirements of the business. Each employee will be given an opportunity to select up to two consecutive weeks of vacation between June 15 and September 15 of any year by March 15 of the same year. In the event of a conflict over vacation dates, seniority will govern. After March 15, vacations will be allocated on a first come first serve basis.

No employee shall be allowed more than two consecutive weeks of vacation between June 15 and September 15 of any year unless all employees in the classification have had the



opportunity to arrange two consecutive weeks of vacation in that period.

Vacation schedules shall be confirmed in writing, once approved by the Company. Whenever possible, vacations shall be arranged to start from the end of the employee's regular shift week.

Should a paid holiday fall within an employee's vacation period, the employee shall receive an additional day of vacation with pay for each such holiday. Upon mutual agreement by the employee and the company, this additional day of vacation with pay may be added to the vacation period, or taken at another time.

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

**ARTICLE 18 – PAID HOLIDAYS**

A. The following holidays shall be paid for at the employee's regular rate of pay, if not worked:

- New Year's Day
- Good Friday
- Victoria Day
- July 1<sup>st</sup> Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- Family Day

provided the employee has worked the scheduled day before and day after such holiday unless absent by reason of illness, death in the immediate family or other good and sufficient reason, provided arrangements have been made with the Department Head.

An employee required to work on the day of observance of a holiday shall be paid at time and one-half for all hours worked, in addition to their regular pay. The employee may choose to take all or part of this premium in equivalent time owing. The employee may also have the option of taking another day off with pay in lieu of receiving his regular pay for that holiday upon mutual agreement between the employee and the Company.

The Employer agrees to recognize any additional holiday declared by government statute as an additional paid day off.

B. Employees shall be eligible for two (2) float days with pay during each calendar year, to be taken at a time mutually agreed upon between the employee concerned and his/her supervisor.

**ARTICLE 19 - BENEFITS**

All employees enrolled in the current Metroland group benefits plan (“50872”) will transition to the new Plan (“150585”) within 60 days of April 12, 2022 and be subject to the terms and conditions of the Plan. All eligible employees hired after April 12, 2022 will join the new Plan and be subject to the terms and conditions of the Plan.

**ARTICLE 20 - PENSION**

Effective October 1, 2018 all members of the Metroland Defined Benefit Pension Plan were transferred to the CAAT DB Flex Plan. Effective January 1, 2019 all new full time employees will be required to join the CAAT DB Plus Pension Plan under the terms and conditions of that Plan. Current employees who are not members of the pension plan may choose to enter the DB Plus Plan, provided the eligibility criteria has been met.

**ARTICLE 21-SEVERANCE**

- A. Severance pay at the rate of 2.6 weeks of wages for each completed year of continuous service or major fraction thereof shall be paid to employees who are permanently laid off, up to a maximum of sixty (60) weeks. If a laid off individual is recalled to work before the expiry of the number of weeks of severance pay paid for, the unearned severance pay shall be refunded to the Company. Reasonable terms shall be arranged if required by the employee.
- B. An individual who is recalled to work after having received some or all of the severance pay they were entitled to shall, if the employee becomes entitled to severance pay again, have deducted from their continuous service the amount of continuous service used to determine the amount of severance pay previously paid to the employee. This adjustment in continuous service shall be made only for the purpose of calculating future entitlement to severance pay.
- C. There shall be no duplication or pyramiding of severance under the provisions of the Employment Standards Act. If severance pay is required to be paid under the Employment Standards Act, the amount of severance pay paid or payable under this Agreement shall be reduced by the amount of such statutory severance pay.

**ARTICLE 22 – EXPENSES**

**A. EXPENSE REPORTS**

Upon submission of expense reports in the prescribed form and properly supported by vouchers, where obtainable, the Employer shall pay all authorized expenses incurred by the Employee in the service of the Employer. All expense reports must be submitted to the company within 3 months of being incurred unless there is a reasonable explanation for the delay. In cases where there is no reasonable explanation, the expenses will not be reimbursed. The company will make every reasonable effort to reimburse employees for their remitted expenses within twenty-one (21) days from the date the expenses were submitted.

**B. KILOMETRE RATE**

The employer shall compensate employees who drive their own vehicles on company

business at the rate described below:

Gas Price per litre	Kilometre Rate
\$0.99.0 and below	44 cents/km
\$0.99.1 to 1.49	46 cents/km
\$1.49.1 and up	48 cents/km

The mileage scale slides up or down according to the price of gas. The rate will be established by checking the price of regular unleaded gasoline at four Niagara Falls dealers for each of the following brands: Esso, Petro Canada, Shell and Sunoco. The price of each brand shall then be averaged and the average price will determine the mileage rate for the next three (3) months. The price check will be made on the first day of March, June, September and December by the Publisher of the Niagara Falls Review or his/her designee and the elected representative of the Union.

C. CELL PHONE EXPENSE

Editorial multi-media journalists who regularly use their own smartphone, for eg: an Iphone or an alternative acceptable to the company, with a data plan sufficient to send multi-media content in the conduct of their duties, will be given an allowance of \$40 per month. Employees are required to provide a receipt for reimbursement but they are not required to provide the Employer with a list of phone calls.

Members who have an existing cell phone contract will have the option of continuing to get the cell phone allowance, and not accepting a new company-provided phone, until their existing contract expires.

D. RECORDING DEVICE EXPENSE

The Employer shall reimburse the cost of recording devices for journalists up to \$100 every two years upon presentation of a receipt.

**ARTICLE 23 -- EDITORIAL PROFESSIONAL ISSUES**

A. EDITING CHANGES

Whenever substantive changes are made to material submitted by an employee for publication, the changes will be discussed with the employee before publication, failing which no identification of the employee who submitted the material shall be published.

B. OUTSIDE ACTIVITIES

An employee shall be free to engage in any activity outside of working hours provided such activities do not consist of services performed for publications or other media in competition with the Company, do not result in a conflict of interest and do not exploit the employee's connection with the Company.

C. COPYRIGHT

On the basis of the rates of compensation established in this contract the Employer is the owner of all copyrights on all material produced by editorial employees during their employment with The Review and has the full right to reproduce, publish, translate,

broadcast, distribute, archive, sell or license this material in any manner, form or medium that the Employer chooses, including electronic form and Internet. It is agreed that any employee producing content or material waives any and all rights, including moral rights, with regard to that content or material.

D. BYLINES

Except for columns and opinion pieces, the Company shall not use bylines over the employee's protest. It is understood that bylines shall not be unreasonably withheld.

E. FREELANCE

Articles written by employees on their own time shall first be offered to the Company for use in its publication. Company acceptance or rejection of articles shall be given within three working days. Where the Company has rejected an article, the employee shall be free to submit it to a non-competing publication.

F. LEGAL EXPENSES

Management will follow past practice in meeting employees' legal expenses resulting from the good faith performance of employment duties when authorized and approved by the Company. Employees whose legal expenses are being paid will follow the direction of the company's legal counsel with regard to legal proceedings; failing such, the Company may discontinue paying such expenses.

G. SOURCE MATERIAL

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

**ARTICLE 24 - PART-TIME and TEMPORARY EMPLOYEES**

A. A part-time employee shall be defined as one who regularly works 24 hours or less in a week. Part-time employees may be scheduled for less than 7.5 hours in a day.

B. A temporary employee is one employed for a special project or a specified time, not to exceed one year, except in the case of leaves of absence, including sickness, in which case a temporary period will be for the period of absence. These time limits may be extended by mutual agreement. Temporary employees will not be employed beyond the one-year period to replace employees who have qualified for LTD benefits.

C. The probationary period for part-time employees shall be 400 hours worked.

D. 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.

- E. Part-time employees shall receive overtime for work authorized and required beyond 37.5 hours in a week.
- F. For temporary employees, overtime shall be defined as work authorized and required beyond 37.5 hours in a week. Overtime shall also be defined as daily hours worked that are authorized and required in excess of 7.5 due to factors or circumstances beyond the control of the employee. It is understood that, in the application of the above, there shall be no duplication of overtime payment made for the same hour of overtime.
- G. Part-time employees who work in a classification for which a weekly salary is set forth in this agreement shall be paid on an hourly basis equivalent to the weekly minimum salary provided for their classification and experience, and shall advance on the grid according to actual hours worked.
- H. Part-time and temporary employees shall receive statutory holiday pay in accordance with the Employment Standards Act of Ontario.
- I. Part-time and temporary employees shall receive 4% of their regular wages in lieu of annual vacation, which shall be paid each pay day. This amount shall increase to 6% when a part-time employee accumulates enough service to qualify for three weeks' vacation. Subject to production necessities, part-time employees shall also be entitled to take annual vacation without pay.
- J. Temporary employees are not entitled to the benefits outlined in Article 19.
- K. Part-time employees are covered by the Company-sponsored group benefit plan under policy #150585 (the "Plan") subject to its terms and conditions of the Plan.

#### ARTICLE 25 - WAGES

	1-Jan-21 0%	1-Jan-22 lump sum	1-Jan-23 0.5%	1-Jan-24 1%	1-Jan-25 1%
<b>Group 1 - Editors</b>					
Start	\$ 820.09 \$ 42,644.64	\$ 820.09 \$ 42,644.64	\$ 824.19 \$ 42,857.87	\$ 832.43 \$ 43,286.44	\$ 840.76 \$ 43,719.31
Year 1	\$ 894.59 \$ 46,518.71	\$ 894.59 \$ 46,518.71	\$ 899.06 \$ 46,751.30	\$ 908.05 \$ 47,218.81	\$ 917.13 \$ 47,691.00
Year 2	\$ 944.32 \$ 49,104.38	\$ 944.32 \$ 49,104.38	\$ 949.04 \$ 49,349.90	\$ 958.53 \$ 49,843.40	\$ 968.11 \$ 50,341.84
Year 3	\$ 994.00 \$ 51,687.88	\$ 994.00 \$ 51,687.88	\$ 998.97 \$ 51,946.32	\$ 1,008.96 \$ 52,465.78	\$ 1,019.05 \$ 52,990.44

**Group 2 - Multi Media Journalists**

Start	\$ 563.68	\$ 563.68	\$ 566.50	\$ 572.16	\$ 577.88
	\$ 29,311.35	\$ 29,311.35	\$ 29,457.91	\$ 29,752.48	\$ 30,050.01
Year 1	\$ 637.64	\$ 637.64	\$ 640.83	\$ 647.24	\$ 653.71
	\$ 33,157.50	\$ 33,157.50	\$ 33,323.29	\$ 33,656.52	\$ 33,993.09
Year 2	\$ 711.61	\$ 711.61	\$ 715.17	\$ 722.32	\$ 729.54
	\$ 37,003.65	\$ 37,003.65	\$ 37,188.67	\$ 37,560.56	\$ 37,936.16
Year 3	\$ 785.59	\$ 785.59	\$ 789.52	\$ 797.42	\$ 805.39
	\$ 40,850.89	\$ 40,850.89	\$ 41,055.15	\$ 41,465.70	\$ 41,880.36
Year 4	\$ 859.58	\$ 859.58	\$ 863.88	\$ 872.52	\$ 881.24
	\$ 44,698.13	\$ 44,698.13	\$ 44,921.63	\$ 45,370.84	\$ 45,824.55
Year 5	\$ 933.51	\$ 933.51	\$ 938.18	\$ 947.56	\$ 957.04
	\$ 48,542.66	\$ 48,542.66	\$ 48,785.37	\$ 49,273.22	\$ 49,765.96

Bureau Chief(s) will be classified for the purposes of this agreement as a Multi-Media Journalist, but will receive ten (10) dollars per week above their appropriate rate on the grid, provided that the employee has a minimum of three months experience as a Bureau Chief.

In the application of the above rates of pay, experience shall include all employment in comparable work. Comparable work shall be assessed at the time of hire based on details of experience outlined in writing to the employer prior to the offer of hire being made.

An employee permanently promoted to a higher paid classification within the bargaining unit shall receive the rate of the higher classification next higher in dollars to the rate the employee received in the lower classification.

An employee temporarily required to work the duties of a higher classification for more than one-half shift, shall receive the rate of the higher classification that is next higher in dollars than the employee's regular salary-

Employees assigned to perform management duties shall be paid a premium of \$12 per shift. This language shall apply to reporters/editors who slot stories for pagination on weekends and to the "point person" in editorial who coordinates assignments with the regional editor.

The Company will notify the Union of any new job classification it establishes in the bargaining unit. If the rate of pay for the new classification is challenged by the Union, the parties shall meet and endeavour to resolve the issue. If the parties cannot agree, the matter will be referred to a neutral arbitrator.

**ARTICLE 26 – DURATION OF AGREEMENT**

This Agreement shall remain in effect from January 1, 2021 until December 31, 2025 and shall continue in effect thereafter unless written notice of intention to change is given by either party within 90 days prior to the expiry date of this agreement. During negotiations for renewal, the terms of this contract shall govern the parties.

IN WITNESS WHEREOF THE PARTIES HERETO have caused the hands of their proper officers to be set and their respective seals to be affixed at the City of Niagara Falls, in the Province of Ontario, this 27<sup>th</sup> day of May 2022.

Signed, Sealed and Delivered

For The Review

For The Union

DocuSigned by:  
*Jamie Poehlman* 5/30/2022 | 10:46 AM EDT  
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Jamie Poehlman

DocuSigned by:  
*Mark Stockton* 5/30/2022 | 7:02 AM PDT  
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Mark Stockton

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*Angus Scott* 6/2/2022 | 12:45 PM EDT  
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Angus Scott

DocuSigned by:  
*Ray Spiteri* 6/2/2022 | 12:41 PM EDT  
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Raymond Spiteri

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*KPotts* 6/2/2022 | 1:50 PM EDT  
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Kelly Potts

**SIDELETTERS** - Between: The Review and Unifor, Local 87-M, Southern Ontario Newsmedia Guild

**Sideletter # 1 - Training**

The Company agrees to continue its current practice regarding the training and development of employees in the bargaining unit.

In addition, this letter will confirm our agreement during the 2010 negotiations that the Company will meet with the bargaining unit editorial representative as required to discuss training and retraining associated with the implementation of new technology or processes.

During the life of this agreement, the Company will offer mandatory training to all newsroom staff in any new or updated software or technologies.

Training in existing work-essential software or other technologies will be provided, if deemed necessary by the Company, in a timely and equitable manner to all editorial employees.

New training will be introduced in an equitable way as new technology becomes available.

**Sideletter #2 - EAP**

Bargaining unit employees at The Review will have access to the Employee Assistance Plan during the term of this agreement.

**Sideletter #3 – Age 65**

Notwithstanding Article 5(i), Article 16 or any other Articles of this agreement, the parties agree that in the event that an employee continues to work past the age of sixty-five (65), the following will apply for the duration of this collective agreement.

They shall continue to be covered under the Torstar benefits plan referred to in Article 19 as per the plan guidelines.

**Sideletter #4 - STD / Casual Absenteeism**

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

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

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

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


**SideLetter #5 – Work From Home**

Due to the closure of the Niagara Falls Review office facilities, all employees have been assigned to work from home on a permanent basis. \_


Notwithstanding any items already provided for in Article 22 of the current Collective Agreement, the Employer agrees to continue to provide all bargaining unit members with the tools and equipment deemed necessary by the Employer to perform their duties.

Dated at Niagara Falls, this 27<sup>th</sup> day of May 2022.

For The Review

DocuSigned by:  
  
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 Jamie Poehlman

For The Union

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 Mark Stockton