

# COLLECTIVE AGREEMENT

between

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

and

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

Effective from January 1, 2007 to December 31, 2010

## LIST OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
1.	Preamble .....	4
2.	Recognition.....	4
3.	Bargaining Unit .....	4
4.	No Strike or Lock-out.....	4
5.	Job Guarantee .....	4
6.	Discharge or Discipline and Personnel Records.....	5
7.	Hours of Work.....	5
8.	Non-Day Differential.....	6
9.	Wages .....	6
10.	Pressroom/Plateroom – Deleted .....	7
11.	Overtime .....	7
12.	Apprentices – Deleted.....	8
13.	Layoffs.....	8
14.	Grievance Procedure.....	10
15.	Arbitration .....	10
16.	Sick Leave .....	11
17.	Vacations With Pay .....	11
18.	Paid Holidays.....	12
19.	Health and Safety.....	13
20.	Paid Benefits.....	13
21.	Pension.....	14
22.	Management Rights .....	14
23.	Leaves of Absence.....	14
24.	Seniority.....	16
25.	Buy-outs.....	17
26.	Senior Journeyman – Deleted.....	17
27.	Wash-up Time .....	17
28.	Hiring and Promotions.....	17
29.	Distribution.....	18
30.	Information and Dues Deduction.....	18
31.	Training/Retraining.....	18
32.	Temporary Employees.....	18
33.	Part-time Employees.....	19
34.	Casual Part-Time Employees – Deleted.....	20
35.	Humanity Fund.....	20
36.	Duration.....	21

Appendix A: Job Guarantee Roster .....	22
Appendix B: Seniority List .....	23
Appendix C: Deferred Compensation Arrangement.....	24
Appendix D: Employer Policies .....	25
Appendix E: Journeymen.....	32
 Letters of Agreement	
#1 Re: Retail Advertising Sales and Creative Personnel .....	33
#2 Re: Articles 24, 28 and 32 .....	34
#3 Re: Bumping for Days Off and Hours of Work.....	35
#4 Re: Drug Plan Exclusions .....	36
#5 Re: Pressroom/Platemaking.....	37
#6 Re: Reprisals or Recrimination.....	38
#7 Re: Bargaining Committee .....	39
#8 Re: Parking .....	40
#9 Re: Benefit Costs .....	41
#10 Re: Vacation Entitlement/Retirement Allowance.....	42
 Letters of Intent	
#1 Re: Parking .....	43
#2 Re: Staffing.....	44
 Benefits Overview .....	 45

## **ARTICLE 1 – PREAMBLE**

This agreement entered into between The Record, a division of Metroland Media Group Inc., and the Communications, Energy and Paperworkers Union of Canada, Local 87-M, Southern Ontario Newsmedia Guild this 1st day of January, 2007.

## **ARTICLE 2 – RECOGNITION**

The Record, a division of Metroland Media Group Inc. (hereinafter called the Employer) hereby recognizes the Communications, Energy and Paperworkers Union of Canada, Local 87-M, Southern Ontario Newsmedia Guild (hereinafter called the Union) as the exclusive bargaining agent of the bargaining unit defined herein and recognizes the executive committee comprised of the Unit Chair, Vice-Chair and Secretary (hereinafter called the Committee) as the duly appointed representative of the Union for bargaining purposes. This paragraph shall not prevent the Union from appointing or electing a bargaining committee from its membership to negotiate agreements.

## **ARTICLE 3 – BARGAINING UNIT**

- (a) The bargaining unit covers all persons employed by the Employer at its daily newspaper plant in Kitchener in the production department and mailroom (packaging and distribution), except supervisory personnel and part-time persons in the mailroom (packaging and distribution).
- (b) The production department includes: composing room (ad production), page makeup/page release, camera/full page scanning, plateroom/pressroom, systems, production/systems maintenance and building maintenance.
- (c) Should another job function be added to the bargaining unit for any reason, the Employer will recognize the Communications, Energy and Paperworkers Union of Canada, Local 87-M, Southern Ontario Newsmedia Guild as the exclusive bargaining agent for the employees doing these new job functions.  
For purposes of clarification these new job functions must be appropriate for inclusion in the bargaining unit in accordance with Ontario Labour Relations Board definitions.

## **ARTICLE 4 – NO STRIKE OR LOCK-OUT**

There shall be no strikes or lock-outs so long as this agreement continues to operate.

## **ARTICLE 5 – JOB GUARANTEE**

- (a) Each employee whose name appears on the list of employees to be known as the Job Guarantee Roster, which list is attached hereto and marked “Appendix A”, will be entitled to the benefits set forth in sub-paragraph (b).
- (b) The Employer agrees that all of its employees whose names appear on the Job Guarantee Roster will be guaranteed regular full-time employment with the Employer in the production department in accordance with the provisions of this contract for the remainder of their working lives until they vacate same through retirement, resignation, death or discharge for cause; provided, however, in the event the Employer permanently ceases publication such guarantee will thereupon cease. The Employer also guarantees that, in the main, the production department will remain the newspaper’s production facility. The Employer will retain the right to lay off employees for lack of work, other than that which may arise from automation.
- (c) This job guarantee will not be subject to amendment or revision in future collective bargaining negotiations with respect only to those persons listed on “Appendix A”. In the event an employee accepts promotion to a supervisory position, the job guarantee will not apply to that individual. If an employee steps down from a supervisory position, the individual’s name will be added to the Job Guarantee Roster.

- (d) Nothing else in this agreement shall be interpreted as limiting the Employer in any way in the exercise of the customary functions of management and direction of the working forces, including the right to assign jobs, the right to hire, the right to suspend or discharge employees for just cause.
- (e) Seniority will apply in any retraining required for a new process and in filling positions created by the process. Recognizing that exceptions will occur, both parties agree to allow on a non-seniority basis retraining for a new process or in filling positions created by the process. However, both parties agree that the thrust and meaning of this clause shall be that seniority will prevail as the rule and not the exception. Employees will be retrained on as extensive a scale, including multiple skills, as is feasible and fair.
- (f) When positions become available, they will be posted to permit applications; day and night shift personnel shall both be eligible in filling vacancies as deemed appropriate by management. Seniority will prevail.

## **ARTICLE 6 – DISCHARGE OR DISCIPLINE AND PERSONNEL RECORDS**

- (a) The Employer agrees that it will not discharge or discipline an employee, except for just cause and the Employer agrees to meet with the Committee to make known all facts pertaining to any intended dismissal prior to dismissal and to allow the employee representation by the Union representative(s) at the termination interview.  
The Employer agrees to meet with the Committee to make known all facts pertaining to any intended suspension prior to suspension, unless the Employer determines that the employee’s actions warrant an immediate suspension.
- (b) Employees will be entitled to Union representation in any grievance or disciplinary meeting.
- (c) The Employer will remove reference to disciplinary action from an employee’s record after twelve (12) months have elapsed, provided there has been no further disciplinary action taken during that time.
- (d) Upon reasonable notice, employees shall have the right to review personnel, performance and any other files related to them which are kept by the Employer.
- (e) Upon request, employees shall be provided with copies of material they have the right to review under paragraph (d) above.
- (f) Employees shall have the right to respond in writing to the contents of the Employer’s files. Such written responses shall be entered into the Employer’s files.
- (g) Derogatory material shall be brought to the attention of an employee before being entered into the Employer’s records.

## **ARTICLE 7 – HOURS OF WORK**

- (a) A workweek for all full-time shifts shall be 37.5 hours consisting of two (2) consecutive days off, one of which shall be Saturday, excepting “special pre-press shift”.
- (b) Dayshift begins at or after 6:00 a.m. and ends by 6:00 p.m. Night shift begins at or after 6:00 p.m. and ends by 6:00 a.m. This does not preclude the employer from establishing start and stop times that overlap from day to night shift. If the start time moves from one shift to the other, clause 7(c) shall apply.
- (c) Changes of hours from one shift to another shift will be treated as job vacancies and will be posted. Where there are insufficient applicants, the vacancy will be filled by the person with the least seniority. In such cases, thirty (30) days’ written notice will be given. In cases of changes in hours within the parameters of existing shifts, ten (10) days’ written notice will be given.  
In all cases, notices will detail the new hours and the commencement date. A maximum of four (4) changes to hours of work for each employee annually.

- (d) **SPECIAL PRE-PRESS SHIFT:** This paragraph specifically relates to a Sunday publication, if and when one is initiated. Hours of work: Three shifts of seven and one-half hours beginning not earlier than 6 a.m. or ending later than 6 p.m. on Wednesday, Thursday and Friday. Friday evening shift not to exceed five hours, beginning not earlier than 11 p.m. Saturday evening shift not to exceed six hours, beginning not earlier than 6 p.m. Usual shift differential will be paid for the two shifts worked on Friday and Saturday evenings. The above workweek will be considered to be equal to 37 and one-half hours, with Friday and Saturday considered to be equal to shifts of seven and one-half hours of work. It is agreed that if the Friday day shift is found to be not workable because of the early turn-around for Friday night, the Friday day shift will be eliminated and a Tuesday shift of the same duration will be initiated.
- (e) **Turn-around shift Premium:** In addition to any applicable shift differential, employees required to work the Saturday Morning Publication Turn-Around Shift or any other volunteered turn-around shift will be entitled to a premium of eight per cent (8%) if the turn-around shift starts between eight and ten hours (inclusive) after his/her preceding shift has ended. This premium will increase to ten per cent (10%) if the turn-around time is between six and eight hours (inclusive) and a twelve per cent (12%) premium will be paid for a turn-around time of six hours or less.
- (f) **Flextime** is a mutually agreed upon work arrangement between employee and the Employer by which employees are individually allowed to choose, within limits agreed upon by the Union, the individual and the Employer, their working hours within their regular workweek. The Employer agrees that at no time will this policy be forced upon anyone.
- (g) All full-time employees shall be entitled to two fifteen-minute paid breaks per shift.
- (h) The Employer will provide the Union with three (3) months' notice before moving to regular Sunday publication, weekday morning publication or publication on statutory holidays. After such notice is given the Employer shall, on request, meet with the Union to discuss the impact of such changes. In the event of a competitive intrusion into our market area, the Employer will meet with the Union to explain and discuss the need to reduce the notice period to one (1) month.

## **ARTICLE 8 – NON-DAY DIFFERENTIAL**

Full-time employees working any shift regularly involving work before 6:00 a.m. or after 6:00 p.m. shall be paid for the hours worked outside the day shift at a rate of eight per cent in excess of the established day rate (adjusted to the nearest 25 cents), in addition to any applicable premiums.

Effective June 21, 2004, the practice of including the differential as part of the employee's base salary will continue for all full-time employees on Appendix "B". This practice will not apply to new hires.

## **ARTICLE 9 – WAGES**

- (a) Employees listed on Appendix "E", production maintenance, systems maintenance and building maintenance personnel may be paid at a higher rate.
- (b) Union retirees will be considered for part-time employment; to be paid, at a minimum, the job rate (highest rate) for Ad Builder/Pre-Press Technicians (Group A).
- (c) The current practice of grid adjustments will include mathematical rounding up to the next highest dollar.

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

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

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

	<u>Jan. 1/07</u> <u>Weekly</u>	<u>Jan. 1/08</u> <u>Weekly</u>	<u>Jan. 1/09</u> <u>Weekly</u>	<u>Jan. 1/10</u> <u>Weekly</u>
<b>GROUP A – Ad Builder/Pre-Press Technician</b>				
Start	\$ 655	\$ 667	\$ _____	\$ _____
After six (6) months	\$ 697	\$ 710	\$ _____	\$ _____
After twelve (12) months	\$ 738	\$ 752	\$ _____	\$ _____
After eighteen (18) months	\$ 778	\$ 793	\$ _____	\$ _____
After twenty-four (24) months	\$ 820	\$ 835	\$ _____	\$ _____
<b>GROUP B – Building Maintenance Technician</b>				
Start	\$1168	\$1190	\$ _____	\$ _____
<b>GROUP C – Distribution Worker</b>				
Start	\$ 906	\$ 923	\$ _____	\$ _____
<b>GROUP D – Production/Systems Maintenance Technician</b>				
Start	\$1168	\$1190	\$ _____	\$ _____

**ARTICLE 10 – DELETED – SEE LETTER OF UNDERSTANDING  
RE: PRESSROOM/PLATEMAKING**

**ARTICLE 11 – OVERTIME**

- (a) Time worked in excess of 37 1/2 hours a week will be paid at the overtime rate, which will not be less than time and one half, based on the hourly rate.  
Employees may elect to take time in lieu of cash at the overtime rate at a time mutually agreeable between the Employer and the employee. A request to take time owing shall not be unreasonably denied. Employees shall be allowed to accumulate overtime in a time bank to a maximum of sixty (60) hours at any one time. Vacation requests shall take precedence over requests for banked time off.
- (b) Double time will be paid for overtime worked on Sundays and on the paid holidays stipulated in Article 18.
- (c) Overtime shall be allotted on an hourly basis, with the qualified person with the least number of hours being asked first.
- (d) Time worked by part-time employees in excess of 7 1/2 hours per day will be considered overtime and will be governed by the provisions of this article.
- (e) A master list of all overtime asked and worked shall be kept and given to the Committee monthly, not later than seven days following the first of each month. Time off for bereavements shall not be a bar to overtime.

- (f) The rate of pay for systems operators' standby duty will be one hour at straight time at the current rate for every shift on standby. Saturday is to be considered one and one-half shifts and Sunday, three shifts.
- (g) An employee called back to work after having left the building shall be guaranteed at least two hours compensation at the overtime rate. Travel time is included as part of the total time. If an employee is called in and then is called in again, for another problem, then another two-hour overtime minimum will apply.
- (h) Time spent by C.E.P. executives attending meetings with management personnel, outside the executives' normal working hours, will attract overtime rates. The time may be paid or may accumulate at the Employer's option.

**ARTICLE 12 – DELETED – SEE LETTER OF UNDERSTANDING  
RE: PRESSROOM/PLATEMAKING**

**ARTICLE 13 – LAYOFFS**

- (a) When it is determined by the Employer that a reduction in the work force is necessary, not less than four (4) calendar weeks' notice shall be given to the Union and the employees affected. At the request of either party, the Employer and the Union shall meet during the notice period to discuss possible alternatives to the layoff.
- (b) During the notice period, the Employer will request voluntary resignations from employees in the classifications involved, and shall make payments under the severance pay provisions of this agreement or under the deferred compensation arrangement provisions of Appendix C to volunteers. The number of employees to be laid off shall be reduced accordingly. It is understood that employees voluntarily resigning will thereby waive their rights to recall. Volunteers will not be refused, however, the number of volunteers shall not exceed the number of layoffs.
- (c) In the event of a layoff:
  - i) Part-time employees in the classification affected with the least seniority would be the first affected; THEN
  - ii) Full-time employees in the classification(s) affected will be laid off in reverse order of seniority;
  - iii) No part-time employees will be recalled or hired in the classification affected, until all employees in that classification are recalled to their full-time positions. This does not prevent the Employer from recalling part-time employees in the classification after all full-time employees in the classification have exercised their right of refusal to the part-time work in accordance with clause 13(k).
- (d) Layoffs to employees listed on Appendix A are subject to the provisions of Article 5 (Job Guarantee) of this Agreement. It is expressly understood that the following language pertaining to layoffs is in no shape or form a compromise of the provisions set out under the Job Guarantee.
- (e) If there is a layoff, the employee(s) affected may choose, in order of seniority, within three (3) weeks of notice, to bump employees with less seniority. Full-time employees may bump other full-time employees or part-time employees, and part-time employees may bump other part-time employees or full-time employees provided they have more seniority than the employee they choose to bump. Employees who choose to bump may bump either those with less seniority in the same classification or those with less seniority in a classification in which they are, in the opinion of the Employer, competent to perform the work.
- (f) An employee displaced under clause (e) above may similarly elect within two (2) weeks to bump into another classification in which the employee is, in the opinion of the Employer, competent to perform the work. This process shall be applied to the original bump and the secondary bump.

- (g)
  - i) Employees listed on Appendix A, displaced through layoff or bumping, will be permitted a training period of up to sixty (60) days to learn the skills to perform the job they claim. This training period may be extended by mutual consent. The Employer and the Committee will jointly determine the competence of an employee after the training period. An employee deemed incompetent, after the training period, in the classification he chose to bump, may bump another employee with the least seniority in another classification, within two (2) weeks of being deemed incompetent. The employee shall again be permitted a training period of up to sixty (60) days to learn the skills to perform the job in this classification.  
Any training period may be voluntarily terminated at any time by the employee who feels the classification he chose to bump into is not suitable and he may, within two (2) weeks of terminating the training period, bump into a different classification and start another training period of up to sixty (60) days. If deemed incompetent after a minimum of sixty (60) days training, the employee may choose to accept the Deferred Compensation Arrangement or choose to exercise his rights under the provisions of Article 5 (Job Guarantee).
  - ii) An employee displaced under clause (e or f) above will return to his/her former position if the employee that bumped is deemed incompetent to perform the job after the training period or if the employee that bumped volunteers to terminate his training period in that classification.
- (h)
  - i) Employees not listed on Appendix A, displaced through layoff or bumping, will be permitted a trial period of thirty (30) days to demonstrate their competence to perform the job they claim.
  - ii) An employee displaced under clause (e or f) above will return to his/her former position if the employee that bumped is deemed incompetent to perform the job after the 30-day trial period or if the employee that bumped volunteers to terminate his/her 30-day trial period in that classification.
- (i) An employee who chooses not to bump shall receive payments under the severance pay provisions of this agreement or, if they qualify and so choose, under the deferred compensation arrangement provisions of Appendix C.
- (j) An employee who bumps into a lower classification shall be paid the greater of the top rate of pay for that classification or his/her current salary.
- (k) Laid-off employees, or those who bumped into lower classifications, shall be placed on a recall list in order of seniority and the Employer shall fill vacancies according to that list, provided the employee is competent to perform the work. The employee may be subject to a 30-day trial period. A laid-off employee may refuse or accept temporary work without his/her recall rights being affected, and a laid-off full-time employee may refuse or accept part-time work without his/her recall rights being affected. A laid-off part-time employee may refuse full-time work without his/her recall rights being affected.
- (l) Recall will be in order of seniority. Notice of recall shall be sent to the employee by registered mail, with a copy hand-delivered to a member of the Union at or about the same time. Any position vacated through layoff will be filled firstly by recall and secondly by posting the position when, and if, the position becomes available again.
- (m) In the event of termination as a result of a staff reduction or in the event of merger, consolidation, or cessation of operations, involving the newspaper published by the Employer, all employees released shall receive severance pay in the amount of one (1) week's pay for each six (6) months of service or major fraction thereof, with a maximum of fifty-two (52) weeks pay or, if eligible, payment under the deferred compensation arrangement provisions of Appendix C. Employees accepting severance pay hereunder or the "compensation arrangement" (Appendix "C"), waive their right of recall under Article 13. It is agreed that an employee discharged for cause or leaving voluntarily (except under the provisions of Article 13.b.) shall have no right to severance pay under this agreement.

- (n) Laid-off employees shall be removed from the recall list when their seniority is lost as outlined in Article 24(c).
- (o) During a layoff, seniority will continue to accumulate. An employee on recall shall have the option of buying his/her benefits package for the period he/she is on recall.
- (p) Time limits in this article may be extended by mutual agreement between the Union and the Employer. In all cases, days mean calendar days.

## **ARTICLE 14 – GRIEVANCE PROCEDURE**

- (a) The Committee members shall be allowed adequate time during working hours to discuss employee grievances. Any grievances or reply by either party must be in writing and signed, reserving, however, the right given to an individual employee to present any of his personal grievances to his employer.
- (b) STEP 1 – A grievance must be presented to an employee’s supervisor within thirty (30) days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the grievor. If a satisfactory settlement is not reached within seven (7) days the grievance may be taken to Step 2.  
STEP 2 – A grievance not resolved in Step 1 may, within fourteen (14) days of the reply at Step 1, be submitted to the Department Head or his delegate. Within seven (7) days of the date of receipt of the grievance, the Department Head or his delegate shall reply in writing to the Committee setting out his reasons in the reply.  
STEP 3 – Should the reply in Step 2 be unsatisfactory, the grievance may be submitted to the Publisher or his delegate within seven (7) days of the reply. The Employer shall again reply in writing setting out its reasons within seven (7) days after receiving the grievance.  
STEP 4 – Should the Employer’s reply at Step 3 be unsatisfactory, the grievance may be referred to arbitration within twenty-one days of the Employer’s reply at Step 3 and at the request of either party in accordance with Article 15.
- (c) By mutual agreement between the Employer and the Union, and in the case of an Employer or a Union grievance, or in the case of a grievance involving the suspension or discharge of an employee, the processing of a grievance may begin at Step 3.
- (d) It is intended that grievances shall be processed as quickly as possible. If the grieving party does not appeal the grievance to the next successive stage within the specified appeal time limit, the grievance shall be deemed to be abandoned and shall not thereafter be reinstated. If the responding party does not answer the grievance within the specified answer time limit for each stage, then the grievance shall automatically proceed to the next higher stage.
- (e) If requested, the time limits or steps set under this provision may be waived or extended by mutual consent. The decision of the parties shall be confirmed in writing.

## **ARTICLE 15 – ARBITRATION**

- (a) Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.
- (b) In general, it is intended that grievances which are not resolved by Step 3 shall be submitted to a single arbitrator; however, either party may elect to submit a grievance to an Arbitration Board of three (3) members, in which case the other party shall comply. The referral to arbitration shall include a list of names for a single arbitrator or the name of a nominee to the arbitration board of the party requesting arbitration.

- (c) The recipient of the referral shall, within five (5) days, notify the other party in writing of its acceptance of one of the proposed arbitrators, or submit its own list of single arbitrators, or in the case of establishing an arbitration board, submit its nominee to the arbitration board.
- (d) The parties shall endeavor within five (5) days to agree upon a single arbitrator, or in the case of an arbitration board, the nominees shall endeavor to agree on a chairperson for the arbitration board, and where a single arbitrator or a chairperson cannot be agreed to or where either side fails to appoint a nominee to an arbitration board, the Minister of Labour of Ontario may be asked by either party to make the appointment.
- (e) The Board of Arbitration or single arbitrator shall convene a hearing as soon as possible to hear and determine the matter. The arbitrator or Board shall issue a decision and the decision shall be final and binding upon the parties and upon any employee and Employer affected by it. In the case of an Arbitration Board, the decision of the majority is the decision of the Board, but, if there is no majority decision, the decision of the Chair shall govern.
- (f) Each party shall pay the fees and expenses of its appointee to an Arbitration Board and the Employer and the Union shall each pay one-half of the fees and expenses of the Chair or the single arbitrator.
- (g) Time limits in this article may be extended by mutual agreement. In all cases, days means calendar days.

**ARTICLE 16 – SICK LEAVE**

- (a) Time off for illness will normally be at full salary. The Employer’s existing Sick Leave and Long Term Disability Plan shall continue during the life of this agreement. (See Appendix “D” for the Sick Leave and LTD Policy).
- (b) Employees hired before September 17, 2007 may retain each year the difference between 10 days and the number of sick days they have used, to extend sick leave at full pay beyond 26 weeks. The accumulated sick leave, not exceeding a maximum of 90 days, may advance the date of an employee’s retirement at the option of the person retiring, or in the case of an employee eligible for the deferred compensation payment described under Appendix “C” be paid out in a lump sum if so desired.  
Employees hired September 17, 2007 or after will not have access to the accumulated sick leave program.
- (c) The Employer will provide each employee with an annual, current report of the status of their accumulated sick leave before February 15th of each year.
- (d) Full-time employees who become part-time employees shall retain their accumulated sick time for use as a part-time employee. If these part-time employees become full-time again, they will be entitled to retain their unused accumulated sick leave for use as a full-time employee.
- (e) Probationary full-time employees are allowed two (2) paid sick days for each full month of employment.

**ARTICLE 17 – VACATIONS WITH PAY**

- (a) A calendar year system shall be used for allocating vacations. In their second calendar year of employment and beyond, employees who have completed the specified period of service by July 1 of each year shall receive annual paid vacation on the following basis:

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

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

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

Any employee who takes a week or more of vacation between January 1 and March 31 will be entitled to an additional day of vacation, which must also be taken during the January 1 and March 31 time period. If January 1 falls on a Wednesday or earlier in the week, this week will be considered part of the above arrangement. If March 31 falls on a Wednesday or later in the week, this week will be considered part of the above arrangement.

- (b) The Employer will guarantee every employee the opportunity to choose two weeks of vacation in the period that begins with the week that includes Canada Day (July 1) and ends with the week immediately preceding Labour Day.
- (c) Vacations in each vacation group shall be selected in order of seniority. Each employee shall be entitled to select his first two weeks of vacation on the holiday list. After all employees have selected their first two weeks of vacation, each employee shall again be entitled, in order of seniority, to select their remaining weeks of holiday entitlement one week at a time.
- (d) Any weeks available for selection of holidays will remain available for selection of stat days, time owing and changing holiday selections. Any weeks made available through change of selection will be offered to each employee, in order of seniority.
- (e) The Employer acknowledges that the inclusion of part-time employees in the bargaining unit will provide the Employer with the opportunity to make stat day selections more beneficial for full-time employees.
- (f) An employee who is absent from work due to illness or injury for a minimum of five (5) days prior to the commencement of the employee's scheduled vacation, shall be allowed to reschedule all such vacation provided the employee's illness or injury is supported by a medical certificate and the employee's request to reschedule such vacation is given prior to the start of the vacation. Such vacation time shall be rescheduled by mutual agreement between the employee and the Employer.
- (g) An employee who, during the applicable vacation year, has an unpaid leave of absence in excess of one month or, in the case of pregnancy and parental leave six months, shall have the vacation period and pay adjusted on a pro-rata basis.
- (h) Completed annual holiday/stat lists will be posted before the end of February.
- (i) If an employee's scheduled vacation falls within a period during which the employee is primarily assigned to work outside of day shift hours, the employee shall be paid his/her normal shift differential while on vacation.

## **ARTICLE 18 – PAID HOLIDAYS**

- (a) All employees will be entitled to the following holidays with full pay:

New Year's Day	Civic Holiday
Family Day (effective January 1, 2008)	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

The Employer shall allow another religious holiday to be substituted for a mutually agreed listed paid holiday.

- (b) When a holiday falls on an employee's regular day off, the employee will receive another day off at a time of the employee's choosing, subject to the approval of the department head.
- (c) Employees shall be entitled to one (1) additional holiday with full pay. The day may be taken at any time during the year and must be agreed on by the staff member and the department head at least two (2) weeks in advance. It is agreed that if and when a government declares another paid holiday, the additional day will be that day.

- (d) Full-time employees will be entitled to an additional floating holiday with pay. The day may be taken at any time during the year and must be agreed on by the staff member and the department head at least two (2) weeks in advance.
- (e) Employees required to work on a paid holiday on which the newspaper regularly publishes will be paid one and a half times their straight time rate of pay in addition to their regular weekly salary. Employees may opt for one-and-a-half days off at mutually agreed times, in addition to their regular weekly salary.
- (f) Employees required to work on a paid holiday on which the newspaper does not regularly publish will be paid double time for a minimum of four (4) hours or time-and-a-half for a full shift after four hours, in addition to regular weekly salary.
- (g) Employees whose shifts overlap the day preceding or the day following a paid holiday, are considered to have worked on the paid holiday if two (2) or more hours of their shift falls on the actual date of the paid holiday.
- (h) Employees required to work on Christmas Day and/or Good Friday will be paid twice their straight time rate of pay in addition to their regular weekly salary.

## **ARTICLE 19 – HEALTH AND SAFETY**

- (a) The Employer shall maintain a safe and healthy work environment for all employees and shall maintain a Company-wide health and safety committee for the purpose of prevention of injuries and accidents and the promotion of appropriate safe work practices.
- (b) The Employer will subsidize the purchase of safety shoes for Union members required to wear safety shoes while performing their job. The amount of safety shoe allowance shall be calculated by adding \$8.00 at the first of each month after the date of the last purchase, to a maximum total allowance of \$132.00, plus taxes paid by the Employer. Newly hired employees will have \$50.00 added to their safety shoe allowance balance on their date of hire.
- (c) The Employer agrees to provide computer terminal glare screens when requested. Employees requiring glasses for computer terminal use will be reimbursed to a maximum of \$150.00 every two (2) calendar years.

## **ARTICLE 20 – PAID BENEFITS**

- (a) The Employer shall maintain: the existing Group Life and Health Insurance policy, or a plan providing at least equal benefits, plus all other current benefits, in effect at the signing of this agreement during the life of this agreement.
- (b) The Employer agrees that for those benefit programs, which the Employer now pays the premiums, it will continue to pay these premiums plus pay increases in those premiums, subject to its ability to pay any increase. Employer-paid benefits include the Group Life Insurance Plan, Accidental Death and Dismemberment coverage, a Major Medical Expense benefit, Eyeglass coverage and the Dental Plan.
- (c) Drug Plan – The Employer agrees that The Group Life and Health Insurance policy includes all drugs which legally require a prescription, a pay direct card (2 cards supplied for family plans) and a \$25 annual deductible.
- (d) The vision care reimbursement maximum will be \$225.00 (\$250.00 effective January 1, 2008) every two years.
- (e) Insured Dental charges will be reimbursed at 100%, based on the previous year's Dental Fee Schedule.
- (f) In the event of the death of an employee the above benefits will be maintained for a period of one year for the surviving spouse and eligible dependents.

- (g)
  - i) New employees are eligible to be insured on the first day of the month following three months of continuous employment.
  - ii) The maximum reimbursement on dental coverage to such employees during their first year of employment is \$500 for diagnostic, preventive and minor restorative and a further \$500 on major restorative.
- (h) Retired employees, age 55 and over, will have the major medical expenses plan, eyeglass coverage and dental plan paid between their retirement and the later of: three (3) years after their retirement date and their 65th birthday. Out-of-province coverage is not included.  
 Employees who retire September 17, 2007 or after, will not have out-of-province benefit coverage or Accidental Death and Dismemberment insurance; the life insurance policy for retirees will be \$15,000.00.  
 New employees hired September 17, 2007 or after, will not have access to retiree benefits.
- (i) In consideration for the provision of the improvement to the employee benefit package the Union, on behalf of the employees, releases the Employer from any obligation it might have hereafter to pay to employees any Employment Insurance rebate available due to the existence of the Employer's sick leave plan. The Union, on behalf of the employees, acknowledges that the employees will benefit from the reduction of the Employer's Employment Insurance premiums in an amount at least equal to five twelfths (5/12) of such reduction. The rebate received by the Employer shall be used by the Employer to defray part of the costs associated with the provision of the improved benefit plan.
- (j) The Employer will not pay for first/basic medical documentation required as a result of absence, but will pay for additional medical information when requested by the Employer.
- (k) Where, as a result of conflicting medical assessments, either party may request an independent medical evaluation (IME). The Employer and the Union will mutually agree on a suitable IME provider.

## **ARTICLE 21 – PENSION**

- (a) The Employer shall, during the life of this agreement, maintain the Pension Plan in effect at the signing of this agreement or a plan providing at least equal benefits.

## **ARTICLE 22 – MANAGEMENT RIGHTS**

- (a) The publisher will have the sole right of determining the specific days and times when the paper shall be published, and shall be the judge, subject to the provisions of this agreement, of the number of persons required in the production department and the jobs to be performed therein. However, he or other Company representatives will give 90 days notice and consult with the Committee on technological changes of significance. In addition, the Union will be given 60 days notice for discussion in the event of job reclassifications.

## **ARTICLE 23 – LEAVES OF ABSENCE**

### **(a) Bereavement Leave**

Employees will be granted three (3) days time off in the death of father, mother, spouse, child, step-child, step-father, step-mother, father-in-law, mother-in-law, brother, sister, step-brother, step-sister and grandparent; also any relative who lives with an employee of the Employer or with whom the employee may live; two (2) days for brother-in-law, sister-in-law or grandchild. The staff member will be allowed a day for spouse's grandparent, and if serving as pallbearer.

Depending on circumstances, additional leave without loss of pay may be granted for travel time, if required.

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

**(b) General Leave**

Any employee may submit a written request to the Employer for leave of absence without pay specifying the reason for and duration of the leave. Requests will not be unreasonably denied but will be given due consideration based on their merits and the requirements of operations. For the first six (6) months of a leave, the Employer shall continue the benefits under Article 20. For the first six (6) months of a leave, the employee shall accumulate seniority and retain all seniority accumulated prior to the start of such leave.

**(c) Family Leave**

The Employer's current policy on Dependent/Elder Care shall remain in effect for the duration of the agreement (see Appendix "D").

**(d) Court Duty**

Should an employee be required on his/her regular work day to report for jury duty or is subpoenaed to testify before a court of law, coroner's inquest, Parliamentary Inquiry or Royal Commission, the employee will be paid his/her regular salary for the day. Employees working other than day shifts, who require leaves under this paragraph, may choose to book off work on either his/her shift preceding the day of required duty or his/her shift immediately following the day of required duty and will be paid his/her regular salary for said shifts.

Any reimbursement received from the court will be signed over to the Employer.

An employee will not be entitled to any pay under this article if he or she is a party or principal in any of the aforementioned proceedings unless a party or principal as the result of performing the employee's duties for the Employer.

**(e) Pregnancy and Parental Leave**

- i) Pregnancy and Parental Leave eligibility shall be granted in accordance with the Employment Standards Act.
- ii) The Employer requests two (2) weeks' notice before the beginning of the leave, and at least four (4) weeks' notice with respect to the employee's return to work date.
- iii) Maternity or pregnancy leave covers the employee who gives birth to a child, and the employee is entitled to take up to seventeen (17) weeks of leave.
- iv) Parental leave is available to both parents of a child, and the employee is entitled to take up to thirty-seven (37) weeks of leave. Parental leave language also covers adoption situations.
- v) The Employer shall continue to pay the full cost of all benefits for the duration of the employee's maternity and parental leave.
- vi) An employee on pregnancy leave who qualifies for Employment Insurance benefits shall receive the following Employer paid weekly paid supplemental benefit:
  - a) For the two (2) week waiting period, employees will receive an amount equal to the Employment Insurance benefit level. The applicable deductions from their pay for the two (2) week period shall be made;
  - b) For the remaining portion of their leave, not to exceed fifteen (15) weeks, the Employer will pay the employee ten (10 %) percent of their regular weekly salary.
- vii) On his/her return to work the employee will be entitled to return to the same position held prior to the leave or one comparable to it.
- viii) Benefits under this article shall be available to same-sex couples.

**(f) Paternity Leave**

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

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

**(g) Compassionate Care Leave**

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

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

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

- i) For the two (2) week waiting period, an employee will receive an amount equal to the Employment Insurance benefit level. The applicable deductions from their pay for the two (2) week period shall be made;
- ii) For the remaining portion of their leave, not to exceed six (6) weeks, the Employer will pay the employee ten (10) percent of their regular weekly salary.

**ARTICLE 24 – SENIORITY**

- (a) An employee's length of service in the bargaining unit will determine an employee's seniority.

Current or former bargaining unit members who have, prior to 1997, accepted promotion to a supervisory position, may step down from the supervisory position to the bargaining unit and will be deemed not to have interrupted their length of service in the bargaining unit.

In the event a bargaining unit member accepts a transfer or a promotion to an excluded position the employee shall not accrue seniority. However, the employee shall retain his/her right to return to the bargaining unit, provided the leave has not exceeded one (1) year, and have his/her seniority date reinstated from the date they accepted the new position.

- (b) An employee's length of continuous service with the Employer will determine an employee's vacation entitlement, severance pay and other applicable Company benefits.
- (c) An employee's continuity of service shall be broken, seniority lost, and employment terminated when he or she:
- i) voluntarily terminates his or her employment;
  - ii) is laid off by the Employer for a period exceeding thirty (30) consecutive months;
  - iii) fails to report for work within fourteen (14) days after being notified by the Employer of recall following layoff;
  - iv) is terminated for just and sufficient cause;
  - v) fails to report for work after the end of an authorized leave of absence without providing a satisfactory reason.
- (d) The Employer shall maintain a mutually agreed seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union annually not later than March 31st of each year. The seniority list as at the date of signing of this collective agreement will be appended to the agreement as Appendix B for information purposes only.
- (e) In the event of an employee transferring from another department to the production department, his or her seniority will begin the day of the transfer. Other length of service rights are not affected.
- (f) Employees who have the same start date in the bargaining unit shall have their seniority determined by their Company seniority.

## **ARTICLE 25 – BUY-OUTS**

- (a) Any buy-out proposal directed to a member of the bargaining unit will be initiated in the presence of a member of the Committee. Any employee may if he/she wishes, negotiate his/her buy-out after this initial proposal by the Employer. The Committee will be advised in writing as to the terms of the final agreement.

## **ARTICLE 26 – DELETED – SEE APPENDIX E**

## **ARTICLE 27 – WASH-UP TIME**

- (a) Maintenance employees shall be allowed ten (10) minutes of Employer time for wash-up; distribution employees, five (5) minutes.

## **ARTICLE 28 – HIRING AND PROMOTIONS**

- (a) The Employer shall post notices in the production areas for ten (10) calendar days for all job vacancies or new positions in the production department. It is understood that the posting of positions excluded from the bargaining unit is for information purposes only and that the remaining provisions of this agreement shall not be applicable to such postings.
- (b) When a posting is revised the original posting shall remain on the board with a cancelled stamp on it, and the revised posting shall be attached to the original. The Employer shall ensure that all postings are also posted on the main Company bulletin board. A copy of each posting will be forwarded to the Union Chairperson.
- (c) The date of posting and the date the posting closes shall appear on the notice along with job classification and basic qualifications required.
- (d) All candidates from within the bargaining unit who apply in writing and who have not been interviewed for the same position in the preceding twelve (12) months, shall be granted an interview.
- (e) Employees shall be allowed to submit, in writing, standing applications for specific jobs.
- (f) The Employer will encourage the promotion of employees from within The Record and will attempt to promote from within whenever suitable candidates for promotion are available. Employees shall be free to refuse promotions without penalty.
- (g) Where, in the opinion of the Employer, two (2) or more applicants for bargaining unit positions have relatively equal skill and ability, the employee with the most seniority will be awarded the position.
- (h) An employee's shift will not be used as a barrier to prevent him or her from being awarded any job vacancy or new position on a different shift.
- (i) The Employer will inform the Committee, in advance, of any hirings or promotions in the bargaining unit.
- (j) Newly hired full-time and part-time employees shall be on probation for three (3) calendar months. The probationary period may be extended by mutual agreement. The Employer may dismiss a probationary employee for any reason whether the probationary period is extended or not, provided such dismissal is not otherwise arbitrary, discriminatory or in bad faith.
- (k) Employees who are transferred laterally or promoted to another classification where the job content is substantially different from their prior classification shall be on a trial period for forty-five (45) days. The Employer may, at any time during this trial period, return the employee to their former classification with no loss of seniority, or the employee may elect to return to their previous classification within the said timeframe. At the conclusion of a successful trial period the employee will be advised in writing that the promotion or transfer has been made permanent.
- (l) Where there is the creation of a new bargaining unit position or a significant change to an existing bargaining unit position, which involves a new title or a change in title, the Employer will notify the Union and will discuss any disagreements with the Union. Notification to the Union will be prior to announcing the new position.

## **ARTICLE 29 – DISTRIBUTION**

- (a) Saturday shifts will be complete not later than ten (10) minutes after the last bundle of that day's papers has left the building.

## **ARTICLE 30 – INFORMATION AND DUES DEDUCTION**

- (a) The Employer shall supply the Committee, within thirty (30) days of signing of this agreement, with a list containing the following information for each member of the bargaining unit:
  - i) Name
  - ii) Address
  - iii) Date of Hiring
  - iv) Classification
  - v) Status (full-time or part-time)
  - vi) Experience Rating
  - vii) Experience Anniversary
  - viii) Salary
- (b) Changes to the above information as well as notification as to resignations, retirements, deaths, leaves of absence together with effective dates shall be provided to the Committee not later than one (1) month after they occur.
- (c) Union dues from all employees in the bargaining unit covered by this agreement shall be paid by automatic payroll deductions.
- (d) The Employer shall deduct from the regular salary of the covered employees an amount equal to the regular union dues in accordance with a rates schedule furnished by the Committee. The dues schedule may be amended by the Union and the Employer shall adjust payroll deductions accordingly within four (4) weeks following the date of written notice from the Union.
- (e) The Employer shall remit to the Union, not later than the 15th day of each month, all regular union dues collected during the preceding calendar month.
- (f) The Employer shall provide the Union with a monthly statement of the amount of dues remitted to the Union for every employee in the bargaining unit.

## **ARTICLE 31 – TRAINING/RETRAINING**

- (a) Any training/retraining is subject to the provisions under Article 5(e).
- (b) Any training or re-training must be offered to all full-time employees before being offered to part-time employees (two (2) weeks of initial job function training the exception).
- (c) The Employer and the Union recognize the value of a well-trained work force in which employees possess the skills necessary to carry out the duties demanded by their job. Employees who have reached the job rate are presumed to have the necessary skill and ability to do that job. Differences in skill and ability, within a particular job classification, will not enter into any lay-off decision.

## **ARTICLE 32 – TEMPORARY EMPLOYEES**

- (a) A temporary employee is one who is hired to:
  - i) cover a leave of absence for the duration of the leave;
  - ii) cover vacation absences for a maximum continuous period of four (4) months;
  - iii) cover LTD absence(s) for a maximum of two (2) years.
- (b) Temporary employees shall not be used to reduce, displace or eliminate full-time or part-time employees.
- (c) Temporary employees shall not be used when any bargaining unit employee is on layoff.

- (d) Full-time temporary positions will be offered to qualified part-time C.E.P. Local 87-M employees before hiring from outside the bargaining unit.
- (e) The Committee shall be notified in writing of the nature and duration of temporary hirings.
- (f) Temporary employees must belong to C.E.P. Local 87-M and will be covered by all provisions of this Agreement except where specifically provided otherwise in the Agreement.
- (g) For purposes of vacation pay, statutory holiday entitlement and pay, benefits and sick leave, temporary employees shall be governed by the provisions of Article 33.
- (h) Temporary employees hired September 17, 2007 or after, will not have access to employee benefits.

**ARTICLE 33 – PART-TIME EMPLOYEES**

Part-time employees shall be covered by all provisions of this agreement except where specifically provided otherwise in the agreement or in this section.

- (a) A part-time employee is an employee who is regularly scheduled to work at least 15 hours but not more than 30 hours a week. 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.
- (b) All part-time employees are required to be members of C.E.P. Local 87-M and pay union dues.
- (c) Part-time employees shall not be used to eliminate full-time employees.
- (d) Part-time employees will be entitled to vacation time in accordance with the entitlement provisions of Article 17(a). Actual vacation time off will be unpaid but vacation pay earned in the twelve-month period ending June 30 will be paid to all part-time employees during the first two (2) weeks of July each year.

Part-time employees who have completed the specified period of service by July 1 of each year shall receive vacation pay as follows:

less than six (6) years' service .....	6%
after six (6) years .....	8%
after thirteen (13) years.....	10%
after twenty-three (23) years.....	12%
after thirty-five (35) years.....	14%

- (e) Statutory holiday pay for part-time employees shall be one-fifth of the average of the straight-time hours worked per week in the four (4) weeks immediately preceding the holiday excluding vacation time, paid at the applicable straight-time rate.
- (f) It is understood that the provisions of paragraph 23(a) of the Agreement apply to scheduled hours lost up to and including the day after the funeral.
- (g) For purposes of calculating severance pay for part-time employees, service will be calculated on the basis of full-time equivalence. Full-time equivalence for calculating severance pay will be calculated by adding together all the hours worked by the part-time employee and dividing by seven and one-half (7 1/2) to determine the number of normal working shifts which will determine the regular full-time value of such part-time service, assuming five (5) normal working shifts per week.
- (h) At a minimum, part-time employees (excluding retirees), who have completed six (6) months of continuous service, are entitled to the following benefit coverage:

Life Insurance	\$10,000
A.D. & D.	\$5,000
Group Health	Premiums 50% Company paid
Dental Plan	Premiums 50% Company paid
Pension Plan	Membership is optional
Retirees working part-time would still receive retiree benefits.	

- (i) Current part-time employees, hired before September 17, 2007, who have completed probation, shall receive paid sick leave, in accordance with Article 16 and the restrictions outlined in this paragraph, when absent due to illness on a day on which they would regularly have been scheduled to work. Payment for each sick day shall be equivalent to the hours scheduled to work. Paid sick leave will be limited to ten (10) days per calendar year. Probationary part-time employees, hired before September 17, 2007, are allowed two (2) paid sick days during their probationary period. Unused sick days may not be carried forward from year to year, except as provided under Article 16(d). Part-time employees hired September 17, 2007 or after, will not have access to paid sick leave.
- (j) Part-time employees shall be entitled to paid breaks (15 minutes for every 3 1/2 hours worked in a shift).
- (k) Part-time employees shall be given a schedule of hours required to work a minimum of two (2) weeks in advance. Article 7 (c) does not apply to part-time employees. Changes to posted schedules within one (1) week of the scheduled shift will not be made without the employee's consent. In emergency situations or circumstances beyond the control of the employer, part-time employees shall be given notice of changes in shifts not later than noon of the preceding work day.
- (l) Part-time employees will be paid an additional eight per cent (8%) of their regular rate for every hour worked outside the normal day shift hours (6:00 a.m. to 6:00 p.m.).
- (m) Part-time shifts will be a minimum of four (4) hours and a maximum of seven and one-half (7 1/2) hours.
- (n) The Employer will make a reasonable effort to distribute hours for part-timers as evenly as possible. Seniority will apply in the allotment of hours whereas it is expected that the more senior part-time employee will normally work the same amount or more hours than a part-timer with less seniority.

**ARTICLE 34 – DELETED – SEE LETTER OF UNDERSTANDING  
RE: PRESSROOM/PLATEMAKING**

**ARTICLE 35 – HUMANITY FUND**

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

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

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

**ARTICLE 36 – DURATION**

This agreement shall remain in force from January 1, 2007 to December 31, 2010 and from year to year thereafter unless notice of amendment is given in writing by either party not less than 30 days before the expiry date.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX A – JOB GUARANTEE ROSTER (AS OF JANUARY 1, 2007)**

Dykeman, Paul

Godin, Gerald

Shields, Gary

Garton, Vern

Grice, Kenneth

Thompson, William

Gibbons, James

Hagey, Terrence

Walker, Robert

## APPENDIX B – CEP LOCAL 87-M SENIORITY (AS OF JANUARY 1, 2007)

The Employer and the Union agree that the following seniority list (including applicable updates) will be applied when references to seniority are made in this agreement unless otherwise specified in this agreement.

- (A) = Employee on Appendix A – Job Guarantee Roster
- (C) = Employee on Appendix C – Deferred Compensation Arrangement
- (PT) = Part-time Employee

### Full-time (on Job Guarantee Roster)

<u>Name</u>		<u>Start Date</u>	<u>Start Date in Bargaining Unit</u>
Thompson, William	(A)	Jan. 9, 1967	Jan. 9, 1967
Walker, Robert	(A)	June 3, 1968	June 3, 1968
Shields, Gary	(A)	Jan. 20, 1969	Jan. 20, 1969
Hagey, Terrence	(A)	June 30, 1965	Aug. 5, 1969
Grice, Kenneth	(A)	Apr. 15, 1973	Apr. 15, 1973
Garton, Vern	(A)	Oct. 1, 1973	Oct. 1, 1973
Godin, Gerald	(A)	Dec. 9, 1974	Dec. 9, 1974
Dykeman, Paul	(A)	Nov. 29, 1976	Nov. 29, 1976
Gibbons, James	(A)	Oct. 11, 1976	Apr. 25, 1977

### Full-time (not on Job Guarantee Roster)

#### *Ad Builder/Pre-Press Technician*

Kropf, Amanda		Aug. 12, 1996	Aug. 12, 1996
King, Sheri		Sept. 25, 1996	Sept. 25, 1996
Gouthro, Denise		Nov. 19, 1997	Nov. 19, 1997
Lapointe, June		June 28, 2000	June 28, 2000
Sarachman, Jon		Mar. 22, 1998	Aug. 11, 2003
Davies, Ryan		Oct. 27, 2003	Oct. 27, 2003
Fleming, Kelly		Aug. 23, 2004	Aug. 23, 2004
Williams, Andrea		Mar. 2, 2005	Mar. 2, 2005

#### *Distribution Worker*

Kowk, Rick		Sept. 16, 1974	July 1, 1983
------------	--	----------------	--------------

#### *Building Maintenance Technician*

Harrington, Timothy	(C)	Nov. 5, 1979	July 1, 1983
Omand, Mark	(C)	Jan. 16, 1989	Jan. 16, 1989

### Part-time

#### *Ad Builder/Pre-Press Technician*

Hoyte, Tara	(PT)	July 7, 1997	July 7, 1997
Davison, Jared	(PT)	June 20, 2005	June 20, 2005
Brown, Meghan	(PT)	Mar. 4, 2005	Aug. 16, 2005
Moreland, Jason	(PT)	May 15, 2006	May 15, 2006
Seneker, Nick	(PT)	May 23, 2006	May 23, 2006

**APPENDIX C – DEFERRED COMPENSATION ARRANGEMENT**

The following deferred compensation arrangement is provided in consideration of the elimination of the jurisdictional provisions and practices as agreed during the 1993 contract negotiations:

1. This arrangement is provided to all CEP, Local 87-M members named on Appendix “A” plus:  
    Tim Harrington  
    Mark Omand
2. An employee named above who resigns, retires or dies by the first day of February of the year following in which he becomes 60 years of age, shall receive a lump sum payment equivalent to 78 weeks’ salary, plus accumulated sick leave, not to exceed a maximum of 90 days. An employee named on Appendix “A” who resigns, retires or dies by the first day of February of the year following in which he becomes 60 years of age, shall receive a lump sum payment equivalent to 78 weeks’ salary, plus accumulated sick leave, not to exceed a maximum of 90 days.
3. Salary shall mean the journeyman’s weekly salary at the time of leaving, inclusive of any premiums and/or shift differentials. Employees who have received premiums and/or shift differentials for a majority of their last ten years of service shall have their salary calculated inclusive of those premiums and/or shift differentials irrespective of whether they were actually receiving them at the time of leaving. In the event of transfer to another area of the Employer, the salary used in the calculation of deferred compensation will be equal to the journeyman rate.
4. Resignation or retirement under this arrangement requires six (6) months’ notice by the employee to the Employer. The Employer may, at its discretion, allow lesser notice.
5. The right to this deferred compensation arrangement may be waived by an eligible employee in favor of a buy-out or early retirement program which bestows a greater benefit. In any event this arrangement shall not be used in combination with any other buy-out or early retirement program offered by the Employer. Payments under this deferred compensation arrangement are presumed to be inclusive of and not in addition to severance payments as provided in the collective agreement.
6. This arrangement as outlined above is binding on The Record, its successors and assigns and any purchaser thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **APPENDIX D – EMPLOYER’S POLICIES (FOR INFORMATION ONLY)**

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

It is understood that the terms and conditions of the collective agreement take precedence over any Company policy.

The following policies may be referred to in the collective agreement and are reproduced here for information purposes only.

### **SHORT TERM DISABILITY**

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

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

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

The following conditions apply to STD:

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

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

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

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

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

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

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

The LTD plan takes effect in the 27th week.

## **LONG TERM DISABILITY**

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

### **General:**

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

Amount of LTD benefit:

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

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

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

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

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

### **Eligibility for coverage:**

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

### **Eligibility for benefit:**

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

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

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

### **Recurrent disability:**

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

### **Rehabilitation provisions:**

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

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

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

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

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

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

### **Integration of benefits:**

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

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

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

### **Limitations:**

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

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

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

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

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

### **Maternity benefits:**

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

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

### **Termination of coverage:**

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

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

### **Pension:**

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

### **DISCOUNTS & INCENTIVES**

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

The following classified ads may be run free of charge:

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

### **Other incentives/discounts**

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

### **ALTERNATIVE WORKING ARRANGEMENTS**

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

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

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

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

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

### **FLEX TIME**

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

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

**Eligibility:**

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

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

**Duration:**

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

**REDUCED WORKWEEK**

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

**Eligibility:**

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

**Duration:**

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

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

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

**Compensation:**

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

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

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

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

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

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

### **JOB-SHARING**

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

#### **Eligibility:**

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

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

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

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

#### **Duration:**

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

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

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

#### **Compensation:**

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

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

Sick Pay – Benefits: See Policy # 5.

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

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

## **DEPENDENT/ELDER CARE**

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

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

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

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

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

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

## **APPENDIX E – JOURNEYMEN**

The following language applies to individuals Listed on Appendix “ A”. This appendix will expire with the resignation, retirement or death of the last individual listed on Appendix “A”.

Effective January 1, 2007: The 2006 journeyman weekly rate (\$1145) shall be increased by 2.0% to \$1168.

Effective January 1, 2008: The 2007 journeyman weekly rate (\$1168) shall be increased by 1.8% to \$1190.

The journeyman weekly rate will be increased effective January 1, 2009 and January 1, 2010 by the annual average percentage change in the Consumers’ Price Index (CPI) for all items in Ontario, using the percentage annual change as reported by Statistics Canada. 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%).

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

The following individuals qualify for the journeyman rate:

Dykeman, Paul	Godin, Gerald	Shields, Gary
Garton, Vern	Grice, Kenneth	Thompson, William
Gibbons, James	Hagey, Terrence	Walker, Robert

### **Senior Journeymen**

Senior Journeymen will be paid at a rate in excess of the established journeyman day rate (adjusted to the nearest 25 cents) as set out below. Where applicable, non-day shift differential will also be paid to Senior Journeymen.

Senior Journeyman I – 5%                      Senior Journeyman II – 8%

The Employer agrees that the position of Senior Journeyman I or Senior Journeyman II is not a supervisory position.

A Senior Journeyman I or Senior Journeyman II will have no disciplinary authority, whatsoever, and will adhere to the regular journeyman seniority list.

The Employer agrees that the primary function of a Senior Journeyman I or Senior Journeyman II is to assist in the everyday workflow of his/her department.

LETTER OF AGREEMENT #1

between

**The RECORD**

(hereinafter known as “the Employer”)

and

**CEP LOCAL 87-M**

**SOUTHERN ONTARIO NEWSMEDIA GUILD**

(hereinafter known as “the Union”)

**Re: Retail Advertising Sales and Creative Personnel**

This will confirm our discussions during negotiations wherein it was agreed that Union members will not have their holidays or days off affected by creative or sales people.

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

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

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

LETTER OF AGREEMENT #2

between

**The RECORD**

(hereinafter known as “the Employer”)

and

**CEP LOCAL 87-M**

**SOUTHERN ONTARIO NEWSMEDIA GUILD**

(hereinafter known as “the Union”)

**Re: Articles 24, 28 and 32**

This will confirm our discussions during negotiations wherein it was agreed that the intent of contract language under Articles 24, 28 and 32 of the collective agreement, which address subject matter found in Article 5 (Job Guarantee), is for the purpose of clarification and not intended to over-ride the provisions set out under Article 5.

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

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

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

LETTER OF AGREEMENT #3

between

**The RECORD**

(hereinafter known as “the Employer”)

and

**CEP LOCAL 87-M**

**SOUTHERN ONTARIO NEWSMEDIA GUILD**

(hereinafter known as “the Union”)

**Re: Bumping for Days Off and Hours of Work**

This will confirm our discussions during negotiations wherein it was agreed that the Employer will continue the practice of full-time employees bumping, by seniority, for days off and/or preferred hours within the same shift and within the same classification.

Such bumps will occur once a year, prior to the selection of holidays and stat days, and employees will be given notice for change of hours as per the provisions of Article 7(c).

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

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

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

LETTER OF AGREEMENT #4

between

**The RECORD**

(hereinafter known as “the Employer”)

and

**CEP LOCAL 87-M**

**SOUTHERN ONTARIO NEWSMEDIA GUILD**

(hereinafter known as “the Union”)

**Re: Drug Plan Exclusions**

This will confirm the clarifications reached between the parties with respect to the prescription drug plan referred to in Article 20 (c) of the collective agreement.

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

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

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

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

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

LETTER OF AGREEMENT #5

between

**The RECORD**

(hereinafter known as “the Employer”)

and

**CEP LOCAL 87-M**

**SOUTHERN ONTARIO NEWSMEDIA GUILD**

(hereinafter known as “the Union”)

**Re: Pressroom/Platemaking**

Recognizing that the pressroom/plateroom operations no longer exist at The Record, the language regarding pressroom operations has been deleted from Articles 10, 12, 27 and 34.

In the event the Employer returns the pressroom/plateroom operations to its daily newspaper plant in Kitchener, as provided in Article 3, Bargaining Unit, applicable terms and conditions will be negotiated between the Union and the Employer.

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

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

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

LETTER OF AGREEMENT #6

between

**The RECORD**

(hereinafter known as “the Employer”)

and

**CEP LOCAL 87-M**

**SOUTHERN ONTARIO NEWSMEDIA GUILD**

(hereinafter known as “the Union”)

**Re: Reprisals or Recrimination**

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

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

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

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

LETTER OF AGREEMENT #7

between

**The RECORD**

(hereinafter known as “the Employer”)

and

**CEP LOCAL 87-M**

**SOUTHERN ONTARIO NEWSMEDIA GUILD**

(hereinafter known as “the Union”)

**Re: Bargaining Committee**

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

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

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

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

LETTER OF AGREEMENT #8

between

**The RECORD**

(hereinafter known as “the Employer”)

and

**CEP LOCAL 87-M**

**SOUTHERN ONTARIO NEWSMEDIA GUILD**

(hereinafter known as “the Union”)

**Re: Parking**

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

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

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

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

LETTER OF AGREEMENT #9

between

**The RECORD**

(hereinafter known as “the Employer”)

and

**CEP LOCAL 87-M**

**SOUTHERN ONTARIO NEWSMEDIA GUILD**

(hereinafter known as “the Union”)

**Re: Benefit Costs**

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

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

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

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

LETTER OF AGREEMENT #10

between

**The RECORD**

(hereinafter known as “the Employer”)

and

**CEP LOCAL 87-M**

**SOUTHERN ONTARIO NEWSMEDIA GUILD**

(hereinafter known as “the Union”)

**Re: Vacation Entitlement/Retirement Allowance  
for Employees Eligible for the Deferred Compensation Arrangement**

Without prejudice or precedent, the Employer is willing to resolve the grievance (Vacation Entitlement/Retirement Allowance) by paying out full 2007 vacation entitlement for Ken Grice and Vern Garton.

Any employees who access the Deferred Compensation Arrangement will receive credit for vacation for the full year in which they retire as part of their Retirement Allowance.

This is without prejudice to any other employees or the Company Policy.

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

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

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

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

LETTER OF INTENT #1

between

**The RECORD**

(hereinafter known as “the Employer”)

and

**CEP LOCAL 87-M**

**SOUTHERN ONTARIO NEWSMEDIA GUILD**

(hereinafter known as “the Union”)

**Re: Parking**

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

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

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

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

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

LETTER OF INTENT #2

between

**The RECORD**

(hereinafter known as “the Employer”)

and

**CEP LOCAL 87-M**

**SOUTHERN ONTARIO NEWSMEDIA GUILD**

(hereinafter known as “the Union”)

**Re: Staffing**

The Employer will post for a full-time Pre-Press Technician within one (1) month following ratification.

The current limit of six (6) part-time employees expires.

Further to our discussions at negotiations, the Employer reiterates the benefit of having a core of full-time staff in addition to part-time staff. Provided the work levels and business conditions remain favourable, the Employer is committed to posting for full-time Pre-Press Technicians to replace the next three (3) full-time vacancies.

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

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

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

## **BENEFIT OVERVIEW**

FT LIFE INSURANCE*	2 x Annual Salary	(Maximum \$70,000)
PT LIFE INSURANCE*	\$10,000	
A.D.& D.	1 x Annual Salary	(Maximum \$35,000)
DEPENDENT LIFE	\$5,000	(14 days after birth)
RETIREE LIFE (see Article 20.h)		

\*Members of the Production Bargaining Unit are insured for an additional \$5000 for which the employee pays the premium.

### **SUPPLEMENTAL HEALTH**

- Prescription drugs - Pay direct drug card (\$25 annual deductible)
- Semiprivate hospitalization
- Purchase of braces, crutches or other prosthetic devices required as a result of an accident or disease which occurred or commenced while insured under this plan and when deemed medically necessary.
- Rental of wheelchair, hospital type bed or other equipment
- Hearing aids (\$300 in four consecutive years)
- Ambulance service
- Services of a registered nurse
- Clinical Psychology (\$500 per calendar year)
- Speech therapy (\$500 per calendar year)
- Physiotherapy
- Out-of-province emergency treatment
- Charges for treatment by the following practitioners (\$500 calendar year maximum):
 

Osteopath	Naturopath	Christian Science Practitioner
Massage therapy	Chiropractor	Acupuncture
Bi-annual Eye Examinations		
- Vision care: \$225.00 (\$250.00 effective January 1, 2008) per two (2) calendar years for prescription glasses or contact lenses.

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

### **DENTAL BENEFITS**

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

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

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

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

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

6-month checkups for members of the Production Bargaining Unit

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