

COLLECTIVE AGREEMENT

between

The Glengarry News Limited

and



Communications, Energy, and Paperworkers Union of Canada (CEP)
LOCAL 87-M-46

May 12, 2013 to May 11, 2014

Table of Contents

LOCAL HISTORY	3
THE FIRST CONTRACT	3
THE FIRST STRIKE.....	5
GROWTH IN THE 60s, 70s.....	6
GOING CANADIAN.....	8
EXPANDING BEYOND SOUTHERN ONTARIO.....	9
ARTICLE 1 – INTERPRETATION	10
ARTICLE 2 – PURPOSE	10
ARTICLE 3 – RECOGNITION	10
ARTICLE 4 – UNION SECURITY	12
SPECIAL ASSESSMENTS.....	12
CEP HUMANITY FUND	12
ARTICLE 5 – NO STRIKE, NO LOCKOUT	14
ARTICLE 6 – HOURLY RATES	14
ARTICLE 7 – INFORMATION	14
ARTICLE 8 – CONTINUOUS SERVICE AND LAYOFF	14
ARTICLE 9 – PART TIME EMPLOYEES	18
ARTICLE 10 – CREDIT TO CONTINUOUS SERVICE	19
ARTICLE 11 – EXPENSES	19
ARTICLE 12 – WAGES	20
ARTICLE 13 – HOURS OF WORK AND OVERTIME	20
ARTICLE 14 – VACATIONS	23
ARTICLE 15 – LEAVE OF ABSENCE	26
ARTICLE 16 – MATERNITY, PARENTAL AND ADOPTION LEAVE	26
ARTICLE 17 – GRIEVANCE	26
ARTICLE 18 – ARBITRATION	29
ARTICLE 19 – NEW EQUIPMENT AND PROCESSES	30
ARTICLE 20 – EMPLOYEE INJURY	30
ARTICLE 21 – JURY DUTY OR WITNESS DUTY	30
ARTICLE 22 – BEREAVEMENT	31
ARTICLE 23 – BULLETIN BOARD	31

ARTICLE 24 – SUPPER BREAK.....	32
ARTICLE 25 – STATUTORY HOLIDAYS.....	32
ARTICLE 26 – NEW CLASSIFICATION.....	33
ARTICLE 27 – PENSION.....	33
ARTICLE 28 – SICK LEAVE.....	33
ARTICLE 29 – COMPASSIONATE LEAVE.....	34
ARTICLE 30 – MISCELLANEOUS.....	34
ARTICLE 31 – EQUIPMENT MAINTENANCE.....	36
ARTICLE 32 – COMPANY REPRESENTATION.....	36
ARTICLE 33 – TEMPORARY REPLACEMENT.....	37
ARTICLE 34 – MODIFICATION, TERM, RENEWAL OF AGREEMENT.....	37
ARTICLE 35 – BENEFITS.....	38
SCHEDULE ‘A’.....	39
SCHEDULE ‘B’.....	40
WAGE GRID.....	41
LETTER OF UNDERSTANDING RE: SPECIAL PROJECTS AND SERVICES	
.....	42
RE: TRANSLATION SERVICES.....	42
RE: PROBLEM SOLVING.....	42
RE: SPECIAL PROJECTS AND SERVICES.....	42
LETTER OF UNDERSTANDING RE: EDITORIAL CARTOONIST.....	43
LETTER OF UNDERSTANDING RE: MARY COUTURE.....	43
LETTER OF UNDERSTANDING RE: PETER KOVESSY.....	44
LETTER OF UNDERSTANDING RE: COSTA ZARIFI.....	45
LETTER OF UNDERSTANDING RE: SEAN BRAY.....	46
LETTER OF UNDERSTANDING RE: RONNA MOGELON.....	47

Local History

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

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

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

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

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

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

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

The First Contract

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

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

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

Those goals continue to motivate this union.

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

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

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

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

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

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

The First Strike

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

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

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

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

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

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

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

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

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

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

Growth in the 60s, 70s

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

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

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

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

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

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

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

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

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

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

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

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

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

Going Canadian

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

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

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

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

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

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

Expanding Beyond Southern Ontario

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

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

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

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

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

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

This agreement made and entered as of this 14th day of August, 2013.

by and between

THE GLENGARRY NEWS LIMITED

(hereinafter sometimes referred to as the "Employer" or the "Company") through its authorized representatives;

- and -

THE COMMUNICATIONS, ENERGY, AND PAPERWORKERS UNION OF CANADA, LOCAL 87-M-46

(hereinafter sometimes referred to as the "Union") by its officers or a committee duly authorized to act in its behalf, shall be effective **May 12, 2013 to May 11, 2014.**

.....

ARTICLE 1 – INTERPRETATION

"Employee or Employees" means employees of the Employer who are covered by this agreement or one of them.

ARTICLE 2 – PURPOSE

2.01 The purpose of this Agreement is to provide lawful and orderly collective bargaining relations between the Company and those Employees covered by this Agreement with the Union, to secure prompt and fair disposition of grievances, to eliminate interruption of work and to maintain the fair wages, hours and working conditions for the said Employees, all as set forth in this Agreement. For part-time employees this wording in no way constitutes a guarantee that a part-time employee will work a given number of hours.

ARTICLE 3 – RECOGNITION

(a) The Employer recognizes the Communications, Energy, and Paperworkers Union of Canada, Local 87-M-46, as the sole collective bargaining agent for the Employees covered by this Agreement and

hereby consents and agrees to negotiate with the Communications, Energy, and Paperworkers Union of Canada, Local 87-M-46, or any committee thereof, in any and all matters referring to the relationships between the Employer and the said Employees.

- (b) The Agreement covers all full-time and part-time employees of The Glengarry News Limited in the Company's Glengarry News location save and except President, Secretary of the Corporation, Publisher and General Manager, Editor, Advertising Manager. In addition, persons employed as temporary replacements for Employees absent by reason of vacation, illness or other authorized leave, students employed for the school vacation period, students engaged through a job placement or internship or co-op program, mailroom employees and freelance correspondents and writers who are independent contractors and not dependent contractors as defined by the Ontario Labour Relations Act, are not covered.
- (c) Temporary replacements are defined as those who qualify under this Article.
- (d) A part-time employee is defined as an employee who is regularly employed for less than 24 hours per week by the Employer.
- (e) Part-time employees who have completed their probationary period, are covered by all provisions of this agreement except those specifically identified within the collective agreement.
- (f) While the parties recognize the union's rights under Article 3 (b), the Union agrees that the Company may use freelancers in the Editorial department under the following conditions:
 - (i) A Freelancer is defined as a person who is an independent contractor, does not attend at the Employer's premises to provide their services and who is paid by the piece rather than by the time period.
 - (ii) The company agrees that Freelancers shall not be assigned to perform news or feature work if such assignment directly results in equally qualified editorial department employees having a reduction in their regular hours of work.

ARTICLE 4 - UNION SECURITY

- (a) All present Employees who are members of the bargaining unit must be members of the Union to continue employment and all future Employees must become members of the Union immediately following their being hired by the Employer and must remain members during the term of this contract.
- (b) All Employees who do work in the bargaining unit, shall be liable to pay recognized Union dues from their first day of hire and every week of employment thereafter and the Employer agrees to collect such dues on a weekly basis and to forward a cheque for such dues to the Union by the 10th day of the following month.

In consideration for the Employer making deductions in accordance with this Article, the Union shall indemnify and save harmless the Employer, including agents and persons acting on its behalf, from any liability, claims or actions in any way connected with the deduction of Union dues.

Special Assessments

The Employer agrees to deduct general assessments as required by CEP, Local 87-M, Southern Ontario Newsmedia Guild and to remit the total of individual deductions by cheque to the Treasurer of the Union before the end of the month following the month in which the deductions are made. As with the remittance of regular union dues provided for in Article 7, the Employer shall, when remitting assessments, give the names of the employees from whose pay deductions have been made.

CEP Humanity Fund

- i) The Employer shall in each pay period, deduct \$0.01 per hour for all regular hours worked from the wages of employees covered by this Collective Agreement.
- ii) The monies so deducted shall be remitted to the charitable foundation known as the CEP Humanity Fund no later than the 15th day of the month following the month in which the hours were worked. The Employer shall also include with the remittance the number of employees for whom contributions have been made.

- iii) The first deduction for the Fund will be made in the fifth (5th) week following the ratification of the Agreement.
 - iv) It is understood that participation in the program of deductions set out above is voluntary. Employees who do not wish to participate must so inform the Employer within thirty (30) days of the ratification of the Agreement or within thirty (30) days after being hired.
 - v) All such employee contributions to the CEP Humanity Fund shall be recorded on the employee's T4 Form.
- (c) The Employer shall not be required to deny employment to any person, or to suspend or to discharge any Employee, by reason of his/her having been denied membership in the Union, or suspended or expelled by the Union.
 - (d) The company agrees that it shall not permit or assign any person outside the bargaining unit, including those excluded from the bargaining unit in Article 3(b), to perform any work or operations, in whole or in part, that fall within the scope of duties performed by employees within the bargaining unit without first consulting with the Union to ensure that this will not take any work away from members of the bargaining unit in order to assign that work to a person outside the bargaining unit; is not a position that should fall within the bargaining unit; is an existing vacancy within the bargaining unit that should be filled; or is not a potential violation of the collective agreement.

It is recognized that management personnel, in addition to their management responsibilities, perform work of the bargaining unit, and may continue to do so to the extent that they have performed such duties prior to November 3, 2010. No work by management personnel, contractors or persons outside the bargaining unit in Article 3 (b) will be allowed if it results in the reduction of regular hours of bargaining unit employees.

- (e) Without prejudice to future agreements, the employer is prepared to provide separate assurances regarding the existing staffing levels in each Classification set out in Schedule "B" and the Wage Grid of the Collective Agreement which shall be maintained for the term of the proposed agreement.

ARTICLE 5 - NO STRIKE, NO LOCKOUT

There shall be no strike or lockout during the term of this Agreement.

ARTICLE 6 - HOURLY RATES

The Employees covered by this Agreement are mutually recognized as being employed on hourly rates.

Any reference hereinafter made to rates of pay in other form is for the mutual convenience of the parties of this Agreement.

ARTICLE 7 - INFORMATION

The Employer shall supply the following information to the Union annually during the term of this Agreement for all Employees covered by the Agreement and any subsequent additions or deletions as they occur:

- (a) Name and address
- (b) Date of hiring
- (c) Classification
- (d) Salary and hourly rates

ARTICLE 8 - CONTINUOUS SERVICE AND LAYOFF

- (a) If the Employer decides that it is necessary to reduce staff, then Employees will be laid off within each classification on the basis of the reverse order of their continuous service since last hired, provided that, in the opinion of the Employer, those remaining are qualified to perform the work required.

If the Employer decides that it is necessary to reduce part-time staff, and if there are more than one part-time Employees performing similar duties, and if it is one of those Employees that is to be laid off, then those Employees will be laid off on the basis of the reverse order of their

continuous service since last hired, provided that, in the opinion of the Employer, those remaining are qualified to perform the work required.

- (b) An Employee in a classification being reduced in number may elect to go into a lower classification at a wage not less than 80 per cent of that Employee's hourly wage and not less than the hourly wage of another Employee who would become the Employee to be laid off. Said election may be exercised provided that the Employee is qualified for the work required and provided that his/her continuous service with the Employer exceeds that of another Employee in the lower classification who will become the Employee to be laid off.

An Employee being laid off may elect to take the job of another part-time Employee who would become the Employee to be laid off, and the Employer agrees that the Employee's hourly wage would be not less than 80 per cent of his/her previous hourly wage and not less than the hourly wage of the other Employee. Said election may be exercised provided that, in the sole opinion of the Employer, the employee is qualified for the work required, and provided that his/her continuous service with the Employer exceeds that of another part-time Employee performing similar duties who will become the Employee to be laid off.

- (c) An Employee laid off because of a reduction in staff as listed above shall have the first opportunity for recall if a situation opens which he/she is qualified to perform when required by the Employer. The Company shall, subject to paragraph (d), recall laid-off employees by length of continuous service within each classification.

An Employee laid off because of a reduction in staff as listed above shall have the first opportunity for recall if a part-time situation opens which he/she is qualified to perform when required by the Employer. The Company shall, subject to paragraph (d), recall laid-off employees by length of continuous service provided that the Employee is qualified for the work required.

Recall shall be made by registered mail at the Employee's last address on record with the Company. It shall be the Employee's responsibility to supply the Company with his/her correct and current address and any changes that occur. The Company's obligation to recall under this clause shall be fulfilled if:

- (i) the Employee refuses recall to a position with the same or higher hourly rate than that from which he/she was laid off;
- (ii) the Employee fails to respond to his/her recall within seven (7) working days from the date of the mailing of the recall letter; or
- (iii) the Employee's recall letter is returned because he/she failed to file a correct address with the Company.

If he/she is working in another position, he/she will be given two weeks in order to provide proper notice.

Severance pay for loss of situation shall be at the rates herein set forth (Severance pay for loss of part-time situation shall be at these rates for the average hours per week worked in the twelve (12) months prior to the layoff):

Under 3 months continuous service – none

3 months to 1 years continuous service – 2 weeks

1 year to 2 years continuous service – 3 weeks

2 years to 5 years continuous service – 4 weeks

5 years to 10 years continuous service – 6 weeks

10 years or more continuous service – 10 weeks

The laid-off Employee will retain the right of recall for (6) six months following his/her lay-off. Upon recall, the Employee's length of continuous service shall be zero for purpose of severance pay.

Employees hired as temporary replacements for the summer will not be subject to automatic recall under these provisions.

- (d) For the purposes of recall from a layoff, the Employer will be the sole judge of any laid-off Employee's competency and qualifications to perform the work required.
- (e) The Employer may discharge without notice
 - (1) for neglect of duty
 - (2) for willful misconduct

- (3) and for the contribution of services to any publication with a circulation in the County of Glengarry, unless publication and the extent of the contribution are previously approved by the Employer.

Unless the cause of a discharge is theft or sabotage, the Employer shall pay the discharged Employee severance pay at the rates specified in paragraph 8(c) and such pay in lieu of notice as that Employee would have been entitled to had he/she been laid off, as set forth in the Employment Standards Act.

No Employee will be discharged for any offence listed in paragraph (e) without being given a written warning and the opportunity to correct the conduct that was the substance of the warning.

- (f) The Employer has the absolute right to discharge any Employee during his/her probationary period which shall consist of a period of four months from original date of hire for full-time employees and six months from original date of hire for part-time employees. With the consent of the Employee and the union, the probationary period may be extended by the Employer a further two months.
- (g) Refusal of a Full-time employee to accept a promotion to another classification or a promotion of a part-time employee to a full-time position will not constitute reason for discharge.
- (h) Any discharge must be given in writing. The Union will be consulted on the implementation of office rules.
- (i) If an Employee accepts a promotion to a higher classification he/she shall be permitted to return to his/her original position within a three (3) month period provided
 - (1) that the Employee provides one month's notice to the Employer, and
 - (2) any other Employees promoted as a result of this promotion will be returned to their original positions.

The Employer shall have the right within a four (4) month period, upon one (1) month's notice being given, to return the Employee to his former position if he/she is not qualified or competent to perform the duties of the higher position.

Any Employee promoted to management who returns to the bargaining unit shall be credited with unbroken continuity of service.

In the situation of a part-timer promoted to a full-time position, for the purposes of bumping rights in the case of a layoff and priority of vacation, "pro-rated continuous service" of an Employee shall mean the deemed number of years of service calculated by the following formula: dividing the total number of hours worked by the Employee for the Employer by the total number of hours worked by a full-time Employee in that same period of time, multiplied by the number of calendar years during which the part-time employee worked those hours.

$$\frac{\text{Total hours worked by part-time Employee}}{1820 \text{ hours}} \times \text{X calendar years}$$

Total hours of pro-rated continuous service for an Employee will be calculated should a part-time employee accept a full-time position in order to establish their years of continuous service within the full-time classification, or on such occasions as circumstances may dictate.

- (j) For the purposes of this Agreement, "continuous service" shall mean the length of unbroken service with the Employer, but if the Employer hires an Employee back after a resignation or discharge, the Employee will be credited with all continuous service (except for purposes of severance pay entitlement, bumping in case of layoff and priority of vacation) earned before the resignation or discharge.
- (k) If a vacancy occurs, the Employer shall post notice of such vacancy on a bulletin board provided for the Employees for a minimum of five (5) working days if it is the intent to fill such vacancy. It is understood that present Employees will be considered for any such promotions.

ARTICLE 9 - PART TIME EMPLOYEES

- (a) The Employer agrees that part-time Employees will not be used to diminish full-time positions in the bargaining unit, except with the consent of the Union.
- (b) If the volume of work has decreased such that a layoff is necessary, the Employer may employ a part-timer in substitution of a full-time Employee

to a maximum of 24 hours a week. Any full-time Employee so laid-off shall have the first opportunity for rehire at the part-time position.

- (c) Whenever possible, part-time Employees shall have first opportunity to work as a replacement during illness, vacation and other recognized leaves of absence for full-time Employees who perform similar work.

ARTICLE 10 - CREDIT TO CONTINUOUS SERVICE

If and when an Employee is hired on other than a temporary basis, the Employer will give full credit on the basis of hours worked towards continuous service for work performed for the Employer as students, part-time Employees and summer help.

Full credit shall mean severance pay and vacation entitlement.

ARTICLE 11 -EXPENSES

- (a) The Employer shall pay authorized expenses incurred by an Employee in the service of the Employer, upon submission of expense reports, vouchers, and bills in the prescribed form.
- (b) The Employer shall pay for an Employee's car used in the execution of authorized work for the Employer as follows (Effective May 12, 2008):

Up to but not including: \$0.95¢ = \$0.40/kilometre	
\$0.95¢ or more	\$0.41
\$1.05	\$0.42
\$1.15	\$0.43
\$1.25	\$0.44
\$1.35	\$0.45
\$1.45	\$0.46
\$1.55	\$0.47

For each additional \$0.10 increase in gas prices, an additional \$0.01 per kilometre will also be paid.

The parties agree that there will be no negotiation to the mileage provision for the next four years, ending May 11, 2012.

Note: based on average price of motor fuel per litre. Normally no receipts will be required as per past practice.

ARTICLE 12 -WAGES

- (a) Minimum wages for present Employees during the term of this Agreement shall be as set out in Schedule A, except for an Employee who has elected to go into a lower classification under Article 8 of this Agreement. Employees moving from Part-time to Full-time or vice versa shall maintain their current wage step provided they remain in the same classification.

May 12, 2013 increase all wages in the previous contract year May 12, 2012 to May 11, 2013 by amending Schedule A and Wage Grid by 2%.

- (b) The classifications referred to in this Agreement are set out in Schedule B.
- (c) Any Employee working a minimum of three and one half hours per day in any higher paid classification as set out in Schedule B shall receive an additional twenty dollars (\$20.00) for such shift.
- (d) There shall be no reduction of any Employee's salary as a result of putting this Agreement into effect.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

- (a) The regular working day for an Employee shall be between 8:00 a.m. and 6:00 p.m. and shall be fixed to suit the convenience of the Employer. The Employer will notify the Union if an Employee's shift is to be changed for any length of time, i.e. one week or more.
- (b) Subject to paragraph 13(e), the work week for full-time Employees in Classifications 2 and 3 shall consist of thirty-five (35) hours, divided into five (5) consecutive seven-hour shifts that shall be worked from Monday to Friday inclusive.
- (c) The work week for full-time Employees in Classification 1 shall consist of thirty-five (35) hours, comprised of twenty (20) hours or more to be worked during the regular working day plus up to fifteen (15) hours that may be required to be worked at any other time, at the Employer's discretion.

These fifteen (15) hours shall not be overtime hours for purposes of compensation.

On a rotating basis, the full-time Employees in Classification 1 and the Editor may be required to work weekends. The Employee who worked on such weekend shall have the following Friday afternoon off. The rotation will be shared by the Editor and the full-time Employees in Classification 1 concurrently working actively. Weekend hours will be compensated at the overtime rate. The Friday afternoon off will count towards the overtime compensation.

Employees in Classification 1 who are required to be "on call" during the week in the evenings shall be compensated by a half day off on the following Friday.

Any hours worked by an Employee in Classification 1 called in on the Friday shall be counted toward the 20 hours referred to in the first clause in Paragraph 13(c).

- (d) The compensation for authorized overtime shall be one and one-half hours off for each hour of overtime worked or time-and-one-half based on the hourly wage rate paid the individual Employee.
- (e) Employees who work in the evening of the day prior to publication on that issue shall have a shift on the day of publication consisting of four (4) working hours according to operational requirements. Any time worked outside the above-stated hours on the day of publication shall be compensated at the overtime rate. These provisions shall apply equally to all Employees.

Employees called upon to work in the evening of the day prior to the day prior to publication (i.e. Monday night) in order to ease the work load of the evening prior to publication will be compensated in this same fashion. The provisions shall apply equally to all Employees.

Should a statutory holiday as defined in Article 25 occur on the day prior to the day prior to publication (i.e. Monday), the provisions of the preceding paragraph shall not apply.

This article in no way removes the Employer's right to demand any Employee to work the night prior to publication, when necessary. Should

an Employee be required to work both Monday and Tuesday night, the Employee will be compensated by having a full day off.

Part-time Employees will not be used to replace full-time Employees, under normal circumstances.

- (f) For Classifications 2 and 3, overtime shall be defined as all authorized time worked in excess of either the stated work week or regular working day. For Classification 1, overtime shall be defined as all authorized time worked in excess of the stated work week.
- (g) Time off or pay for overtime hours shall be at the Employer's discretion. If the employee does not take time off within three weeks following the end of the month in which the overtime was earned, such overtime shall be paid out in the first pay period of the following month. An extension of the above period may be granted by agreement with the employee.
- (h) No member shall be employed for less than a full shift except when discharged for cause or when excused at the member's own request, but the giving by the Employer of time off in return for overtime hours worked shall not be a breach of this paragraph.

The Employer shall give at least 24 hours notice when overtime is required whenever possible.

There shall be a stated lunch period for each Employee.

- (i) Hours of work for Part-time employees
 - (i) It is understood that the hours of work in any week for an Employee may be variable, (to be determined by the need of the Employer); however, the Employer will endeavour, upon a request by a part-time Employee, to advise that Employee of his/her schedule one week in advance. It is further understood that a part-time employee(s) when working on a weekend in **Classification 1** shall be regularly scheduled up to 7-hours of work each day but the start time may vary. Time off or pay for overtime shall be at the Employer's discretion.
 - (ii) The compensation for authorized overtime shall be one-and-one-half hours off for each hour of overtime worked or time-and-one-half based on the hourly wage rate paid the individual Employee. Part-time Employees required to work more than seven hours in any shift

shall be compensated at the overtime rate for all hours exceeding seven. Time off or pay for overtime shall be at the Employer's discretion. If the Employee does not take time off within three weeks following the end of the month in which the overtime was earned, such overtime shall be paid out in the first pay period of the following month. An extension of the above period may be granted by agreement with the Employee. Overtime for weekend work performed by a part-time Employee will only be incurred after seven hours of work.

ARTICLE 14 – VACATIONS

- (a) The length of continuous service of an Employee with the Employer shall be the determining factor in choice of vacation periods. The timing of the fourth and fifth week is at the Employer's discretion, with continuous service still applying.
- (b) In the first twelve (12) months of continuous service, Full-time Employees shall be entitled to one (1) day of vacation per month of continuous service up to a maximum of ten (10) days, plus, if that Employee is working at Christmas, five (5) days of which a minimum of two (2) will occur during the Christmas season. Any days remaining shall be taken outside the peak summer period.
- (c) Full-time Employees who have (1) year of continuous service shall be entitled to three (3) weeks vacation with pay, one week of which shall be the five days off referred to in paragraph 14 (d). Employees who have ten (10) years of continuous service shall be entitled to four (4) weeks vacation with pay, one week of which shall be the five days off referred to in paragraph 14(d) Employees with 16 to 19 years of continuous service shall be entitled to one extra day with pay in the first year of the contract and a second day with pay in the second year of the contract. Employees who have twenty (20) years of continuous service shall be entitled to five (5) weeks vacation with pay, one week of which shall be the five days off referred to in paragraph 14 (d).
- (d) In the event the Employer does not publish at Christmastime, five working days of paid vacation for all full-time Employees (for the part-time Employees shall be said to account for one (1) week's vacation) will be taken during the time period when the Employer does not publish. Should the Employer choose to publish during Christmas week, the Employees

will take a minimum of two working days as paid holidays. The remaining days shall be taken outside the peak summer period.

The Employer must advise the Union in writing of its intention no later than October 15th.

- (e) The Employees shall become eligible for the fourth week of vacation in the calendar year that ten (10) years of continuous service is attained. The Employees shall become eligible for the fifth week of vacation in the calendar year that twenty (20) years of continuous service is attained.
- (f) The Employees recognize that the timing of all vacations shall be at the convenience of the Employer and must be approved in writing by the Publisher. No more than two (2) weeks of any Employee's vacation may be taken during the peak summer period unless approved by the Publisher. The cutoff date for posting holidays by seniority will be March 15th. After this date, anyone who had not posted holidays cannot post holidays where another Employee has already taken the dates booked. The "peak period" is defined as May 1st to October 1st. All vacations must be taken before April 30th of the following year. The employer, on December 15th of each calendar year, shall notify each Employee of any outstanding vacation entitlement that may be carried over into the next year. Employees shall have until February 1st of the next year to book outstanding vacation entitlement at a time of their choosing, and should the Employee fail to do so, outstanding vacations shall be booked by the Employer prior to the April 30th deadline.
- (g) Anyone who has been an Employee of the Employer for a period of six (6) months and who has one (1) year or less of continuous service and who terminates his/her employment voluntarily or otherwise shall be entitled to receive a vacation credit equal to four per cent (4%) of his/her straight time earnings from May 1.

Any Employee who is entitled to three (3) weeks vacation and who terminates his/her employment voluntarily or otherwise shall be entitled to receive a vacation credit equal to six per cent (6%) of his/her straight time earnings from May 1.

Any Employee who is entitled to four (4) weeks vacation and who terminates his/her employment voluntarily or otherwise shall be entitled to receive a vacation credit equal to eight per cent (8%) of his/her straight

time earnings from May 1, plus an additional 0.4 % of his/her straight time earnings for each extra day referred to in (c) above.

Any Employee who is entitled to five (5) weeks vacation and who terminates his/her employment voluntarily or otherwise shall be entitled to receive a vacation credit equal to ten per cent (10%) of his/her straight time earnings from May 1.

(h) Vacations for Part-time Employees.

Vacation Pay for part-time Employees shall be based on their previous year's gross earnings in the following percentages and leave entitlements:

- (i) Up to one year's continuous service, 4 per cent of gross earnings and two weeks leave without pay (One (1) week of leave after completion of six (6) months of continuous service and the second week of leave after completion of one (1) year of continuous service);
- (ii) 1 to 10 years continuous service, 6 per cent of gross earnings and three weeks leave without pay;
- (iii) 10 years to 20 years continuous service, 8 per cent of gross earnings and 4 weeks leave without pay;
- (iv) Sixteen (16) to nineteen (19) years of continuous service, eight (8) per cent of gross earnings and four (4) weeks leave without pay, plus 0.4 per cent of gross earnings and one (1) day of leave without pay per year of this agreement.
- (v) More than 20 years continuous service, 10 per cent of gross earnings and 5 weeks leave without pay.

If an Employee in the first year of continuous service is working both before and after Christmas, the Employee will, in addition, receive two (2) per cent of gross earnings and another week of leave without pay to be taken during the Christmas week.

Vacation pay shall be calculated in the second pay period of December and the part-time Employee shall advise the Employer whether he/she wishes to be paid his/her vacation pay at this time or the time of his/her vacation leave.

A part-time Employee's continuous service shall be determined as in Article 8.

ARTICLE 15 - LEAVE OF ABSENCE

- (a) The Company may, in its absolute discretion, grant leave of absence without pay to any Employee, and any person who is absent with such permission shall not earn continuous service during such leave.
- (b) Application for a leave of absence shall be submitted in writing at least two weeks in advance of the date of the requested leave, unless prevented by an emergency, and shall specify the reason for the request. When a leave of absence is approved, such approval shall be in writing.

ARTICLE 16 - MATERNITY, PARENTAL AND ADOPTION LEAVE

It is agreed that continuous service shall continue while the Employee is absent on maternity or parental leave or adoption leave to the maximum allowed under the Employment Standards Act. On termination of such leave he/she shall be returned to his/her original position or alternative work at no reduction in salary.

ARTICLE 17 - GRIEVANCE

In case any difference should arise between the two parties at any time during the term of this Agreement as to the true intent and meaning of any matter or thing covered, the grievance shall be adjusted and settled as set out in the following paragraphs. Any grievance not processed to the next step within the time limits set out herein will be deemed to have been abandoned and the provisions of Section 45(b) of the Ontario Labour Relations Act, RSO 1980 and amendments thereto, do not apply. It is the mutual desire of the parties hereto that complaints and grievances shall be adjusted as quickly as possible.

- (a) The aggrieved Employee shall present his/her grievance orally or in writing to the Employer designate. He/she shall have the assistance of his/her Steward. No grievance shall be considered where the events giving rise to the grievance occurred or originated more than fifteen (15) full working days before the filing of the grievance.

- (b) The Employer designate shall give his/her answer in writing to the Employee not later than fifteen (15) working days following the submission of the grievance, with a copy to the Steward.

If the Employer's designate fails to give his/her answer to the grievance within the time limit specified or if the answer is unsatisfactory to the Employee concerned, then the grievance may be presented as follows:

- (i) A Joint Standing Committee of two (2) representatives of the Employer and two (2) representatives of the Union shall be formed. In case of vacancy, absence or refusal of any representative to act, or in the event that a representative has filed the grievance or a grievance was filed on his/her behalf, another shall be appointed in his/her place by the party concerned.

Each side will name an alternate member of the Standing Committee. Each side may demand that the alternate sit for any particular grievance.

- (ii) To this committee, within fifteen (15) days of either party becoming aware of an alleged violation of this Agreement, shall be referred all questions that may arise regarding the interpretation, application and violation of this Agreement which cannot be settled otherwise. When difference arises which requires action by the Joint Standing Committee the aggrieved party to this Agreement shall give written notice of his grievances to the signatories to this Agreement and the Committee shall meet within fifteen (15) days of having received the notice of the question or questions under dispute. If the Committee does not reach an agreement within (15) days of having received notice of differences the question or questions under dispute shall upon request of either of the signatories of the Agreement, be submitted to a Board of Arbitration or a single arbitrator as set forth hereunder.
- (iii) The decision of the standing committee shall be executed as soon as said decision shall have been handed down.
- (iv) Any member of the Committee may call a meeting at any time.
- (v) Except as to the provisions in this Agreement relating to discharge or lay-off by order of length of continuous service, no change shall be made in the wages and other remuneration of an Employee, who

may be involved in a dispute and which is made the subject of arbitration proceedings under this Article, until a decision has been reached by the Board of Arbitration or sole Arbitrator referred to herein.

- (vi) Any Employee may appear in person before the Joint Standing Committee to plead his/her case. The Company acknowledges the right of the Union to select a representative to assist the Employee in presenting his/her grievance.
- (vii) If the Committee reinstates an Employee as of the date of his dismissal, said Employee shall benefit from all the advantages he/she would have acquired from said date on.
- (viii) Any settlement reached between the parties at any time during the grievance procedure must be in writing and signed by the representatives of the Employer and of the Union. This written statement of the settlement has the same effect as the decision of the board of arbitration or the single arbitrator and is binding to the parties.
- (c) If meetings of the Joint Standing Committee are held during working hours, the members present shall suffer no loss of regular pay.
- (d) Warnings of all kinds, layoff notices or dismissal notices, as well as any other notices must be given in writing by one party to the other.
- (e) In the event the Employer calls in an Employee for disciplinary measures, said Employee shall be accompanied by a Union representative.
- (f) Time limits mentioned in the present article, when not specified that they are calculated in working days, are to be counted in calendar days. Any time limit may be extended by mutual agreement.
- (g) The Union agrees to submit to the Employer the names of the members of the Standing Committee within fifteen (15) days of the signing of this Agreement.
- (h) The members of the Standing Committee representing management are the president and the publisher.

ARTICLE 18 - ARBITRATION

- (a) The parties agree that any grievance which has been properly carried through all of the above steps and which has not been settled shall, upon the written request of one of the parties made within thirty-one (31) days of the answer of the Joint Standing Committee and delivered to the other party within such time, be referred to a Board of Arbitration or, if the Company and the Union agree, to a single arbitrator.
- (b) If no written request is received within the time stipulated, the grievance shall be deemed to have been settled in accordance with the answer made by the Employer designate and shall not be submitted to arbitration or be arbitrable.
- (c) In the case of a Board of Arbitration the board will be composed of one person appointed by the Employer, one person appointed by the Union, and a third person to act as Chairman, to be chosen by the other two members of the Board. Within fifteen (15) days of the request by either party, each party shall notify the other of the name of his appointee.
- (d) Should the person chosen by the Employer to act on the Board and the person chosen by the Union fail to agree on a third person within three (3) weeks of notification as set out above, the Minister of Labour for the Province of Ontario may be asked to nominate a person to act as Chairman.
- (e) Decisions of the Board of Arbitration, or a majority thereof, shall be binding on both parties. Decisions of a sole arbitrator shall be binding on both parties.
- (f) The Board of Arbitration or a sole arbitrator shall not have any power to alter, modify, amend or change any of the provisions of this Agreement or to substitute any new provisions, or to give any decision inconsistent with the terms and provisions of this Agreement or to deal with any matter not covered by the agreement.
- (g) The fees of the Chairman of a Board of Arbitration, or the fees of a single arbitrator, will be paid in equal shares by both parties.
- (h) No person will be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

- (i) Whenever a grievance is referred to arbitration in the case of dismissal of an Employee, such arbitration shall take precedence over any other arbitration case being studied at the same time, provided the rules stipulated in the present Agreement are not violated.

ARTICLE 19 - NEW EQUIPMENT AND PROCESSES

- (a) No regular Employee having two (2) years of continuous service on the date of this agreement shall be discharged as a result of the introduction of new equipment and processes, if there is another position available within the scope of the union and the Employee agrees to retrain for that position.
- (b) In the event that there is no other position available or the Employee is unable to become competent within three (3) months (the Employer to be the sole judge of competence) or is unwilling to train for new processes, he/she will be paid one (1) week's pay for each year of continuous service up to a maximum of thirty (30) weeks pay in lieu of the severance pay provisions outlined in Article 8 of this Agreement.
- (c) The employer agrees to schedule a meeting every six months to discuss the replacement or upgrading of existing equipment and the purchase of any new equipment. Any training deemed necessary by the employer for existing employees to operate the equipment efficiently will begin as soon as reasonably possible as per current employer practice.

ARTICLE 20 - EMPLOYEE INJURY

When an Employee is injured on the job and is unable to work and is entitled to Workers' Compensation, he/she shall receive up to one-third of his or her hourly wage in addition to the amount paid by Workers' Compensation, up to a limit of one (1) year. The number of hours per week and duration shall be decided by consultation between the Employer, the Employee, the Union and the Workers' compensation representative.

ARTICLE 21 - JURY DUTY OR WITNESS DUTY

When an Employee is called for jury duty or witness duty, the Employer agrees to pay for his/her loss of wages up to a maximum of four (4) weeks. Part-time

employee(s) pay will be calculated on the basis of the hours per week worked by the Employee in the same number of weeks preceding the leave.

ARTICLE 22 - BEREAVEMENT

- (a) In the event of the death of an Employee's spouse, common law/ same-sex included, child or step-child and for the purpose of attending the funeral and other related duties, the Employee shall not suffer any loss of pay for a maximum of five (5) working days absence at their regular hourly rate for the number of hours in their regular shift (a part-time Employee shall be paid at his/her regular hourly rate on the basis of a number of hours equal to the average number of hours worked by the Employee in the preceding two months, up to a maximum of seven (7) hours per day).
- (b) In the event of a death of a father, step-father, mother, step-mother, sister, step-sister, brother, step-brother, mother-in-law or father-in-law or grandchild and for the purpose of grieving and or attending the funeral and other related duties, the Employee shall not suffer any loss of pay for a maximum of three (3) working days absence at their regular hourly rate for the number of hours in their regular shift (a part-time Employee shall be paid at his/her regular hourly rate on the basis of a number of hours equal to the average number of hours worked by the Employee in the preceding two months, up to a maximum of seven (7) hours per day).
- (c) In the event of a death of a brother-in-law, sister-in-law, grandparent, niece, nephew, aunt or uncle, for the purpose of attending the funeral and other related duties, the Employee shall not suffer any loss of pay for a maximum of one (1) working day absence at their regular hourly rate for the number of hours in their regular shift (a part-time Employee shall be paid at his/her regular hourly rate on the basis of a number of hours equal to the average number of hours worked by the Employee in the preceding two months, up to a maximum of seven (7) hours per day).
- (d) Entitlements referred to above may be deferred, in whole or in part, for the purpose of attending memorial services or undertaking other related obligations the Employee may have as a result of the bereavement.

ARTICLE 23 - BULLETIN BOARD

The Company will provide a bulletin board for the use of the Union.

ARTICLE 24 - SUPPER BREAK

In the event that staff are required to work on the production of the newspaper at night, they will be allowed a supper break of up to one (1) hour between the hours of 5 to 7 p.m., and will be reimbursed for a meal allowance of up to \$14.00 upon provision of a valid receipt.

ARTICLE 25 - STATUTORY HOLIDAYS

Under the conditions listed below, all employees will be paid full regular wages for each of the following holidays:

New Year's Day, Thanksgiving Day, Good Friday, Christmas Day, Boxing Day, Victoria Day, Canada Day, Civic Holiday, Labour Day, Family Day, plus any additional statutory holidays that may be proclaimed during the life of this contract.

All employees will receive one (1) additional days off with pay each calendar year as a floating Holiday. Time off for the Floating Holiday will have to be chosen by individual Employees with a view to ensuring that it does not become necessary to close the office for any day. If employees are unable to take their Floating Holiday(s) off in any given year they will be given the option of carrying the day(s) over to the next calendar year, to be taken at a time during that year or receiving the equivalent pay for any outstanding day(s) in their bank as a lump sum payment. Such holiday(s) are to be taken outside the summer period, or, if feasible, in the summer period at the employer's discretion.

All work on recognized holidays shall be compensated at one and one half times in time off or in pay in addition to pay for such holiday.

If an Employee's day off falls on a holiday or if a holiday occurs during their vacation period they shall be given the Friday previous to their vacation or receive the equivalent in pay in lieu thereof, but not both. If the Employee's weekend of work falls on a holiday weekend, the Employee will work the holiday but will have the option, in lieu of overtime pay as above, of taking a day adjacent to a weekend when they are not required to work.

ARTICLE 26 - NEW CLASSIFICATION

If 75% of any Employee's work time is a totally new job function, it shall result in the introduction of a new Classification and the appropriate wage rate must be negotiated between the Employer and the Union.

ARTICLE 27 - PENSION

The Employer and all Employees (with the exception of part-time Employees who may or may not elect to participate in the pension plan) agree to maintain contributions to the Uniform Pension Plan presently in place and administered by Sun Life, at a rate of 2.5 per cent of salary paid by the Employer and 2.5 per cent of salary paid by the Employee. Employees may, subject to the terms and conditions of the pension plan, choose to contribute additional amounts to the pension plan, but the Employer will not be required to contribute matching amounts.

Effective May 12, 2011 Employee and Employer contributions shall increase to 2.75 per cent.

With the mutual consent of the Employer and the Union, the Sun Life pension plan may be changed to an alternative plan.

ARTICLE 28 - SICK LEAVE

- (a) Full-time employees will continue to receive full pay while off work on sick leave up to a limit of twenty (20) working days in a twelve (12) month period extending back from the current sick day. Employees may use from one hour to seven hours sick leave for the purpose of each medical appointment.
- (b) The Employer may request a medical report for any sick leave longer than three (3) days duration.
- (c) An Employee other than a probationary Employee who is unable to perform his/her regular assigned duties with the Company because of disabling sickness or injury shall receive a leave of absence for up to six (6) months as required. While the Employee is on such authorized leave of absence, continuous service will continue to accumulate for up to six (6)

months. A leave of absence for more than six (6) months must be approved by the company but shall not be unreasonably denied.

- (d) Upon return to work of an Employee who has been on an authorized leave of absence because of illness or injury, he/she will return to his/her former position if the position is still available and if he/she is capable of performing the work with accommodation up to undue hardship. If he/she cannot be given their original position, he/she will be offered other available work which he/she is capable of performing, if any is available, with accommodation up to undue hardship, at an hourly rate not less than 80% of the Employee's previous hourly rate.
- (e) Sick Leave for Part-time Employees
Part-time employees will continue to receive full pay while off work on sick leave on a day they were supposed to work up to a limit of:

$$\frac{\text{Number of hours worked in the previous calendar year}}{1820} \times 20$$

Employees may use from one hour to seven hours sick leave for the purpose of each medical appointment.

ARTICLE 29 - COMPASSIONATE LEAVE

Employees shall be entitled to compassionate leave of up to eight weeks to care for an ailing family member as provided for under Employment Insurance regulations. While the employee is on such leave, continuous service shall continue to accumulate.

ARTICLE 30 - MISCELLANEOUS

- (a) The Employer agrees to carry libel insurance and to pay an Employee's legal fees in any libel suit resulting from a story, photograph or action by that Employee, in which both the Employer and Employee are named as parties, providing the Employer has, prior to the publication of such stories or photographs, or the institution of any actions that could be deemed libellous or slanderous, approved the story, photo or action. It is the Employee's responsibility to obtain the approval of the Employer prior to the publishing of any story or photo, or the taking of any action that might

cause libel or slander. Failure of the Employee to do this may not result in but could be cause for immediate dismissal. The Employee agrees to follow the advice of the lawyer and in particular advice as to settlement of an action.

- (b) The provisions of this Agreement shall be applied to all Employees without discrimination on any ground listed in the Ontario Human Rights Code.
- (c) There shall be no harassment in the workplace by the Employer or agent of the Employer or by another Employee because of sex, sexual orientation, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status, or handicap.
- (d) The Employer is the sole judge of the content and editorial policy of the newspaper.
- (e) The Union Steward shall not be disciplined for carrying out his/her duties in the office as a representative of the Union.
- (f) Leave of absence with pay for a maximum of two (2) full-time Employees and one (1) part-time Employee at a time will be permitted for Union business at The Glengarry News as listed hereunder:

- (i) grievances
- (ii) contract preparation
- (iii) negotiations

Leave of absence without pay for a maximum of two (2) full-time Employees and one (1) part-time Employee at a time will be permitted for Union business at The Glengarry News as listed hereunder:

- (i) attendance at conventions (if elected)
 - CEP - annual - 9 days
 - OFL - annual - 7 days
 - CLC - every second year - 7 days

If an Employee is appointed to a Union committee the Employer will discuss leave of absence without pay for that committee.

- (g) The Employer agrees to keep its offices in a clean, healthful, sufficiently ventilated, properly heated and well-lighted condition at all times. The Company agrees to meet with the Local Union Committee as necessary to discuss safety suggestions and hazards.
- (h) If an Employee requests safety equipment; a protective device or wearing apparel to protect the Employee from injury while at work, then if the

Employer agrees, the Employer will pay the full cost. If the Employer doesn't agree, the Employer and the Union will negotiate the matter.

Pregnant women will not be required to work at the VDT machine unless supplied with a lead shield by the Employer.

- (i) Anyone unable to attend work because of being snowed in shall suffer no loss of pay. Any such day or part day missed from work will be deducted from sick days available.
- (j) Any Employee appointed or promoted to a position on a temporary basis will return to his former status when the reason for temporary appointment ceases.

ARTICLE 31 - EQUIPMENT MAINTENANCE

The Employer will designate Employees to be responsible for equipment maintenance, based on skills and physical ability. The Employer will provide protective clothing as required.

The Employer will compensate Employees for cleaning of clothes which have been soiled or stained due to operation of machines, cameras, chemicals, etc. at work, or when on assignment for the Employer.

The Employer will compensate any Employee for the loss or destruction of camera equipment belonging to the Employee that occurs on the job. The employer will pay reasonable maintenance costs on such equipment providing all reasonable efforts have been made by the Employee to maintain their equipment properly and to guard against negligence in its use.

ARTICLE 32 - COMPANY REPRESENTATION

- (a) The Company agrees to furnish the Union with a list of names of supervisory personnel with whom the Union may have transactions in the administration of this agreement and will keep this list up to date.
- (b) The Company agrees to meet with the Union representatives in joint management/Union consultation at reasonable intervals at the request of the Union or the Employer. Agendas for such meetings will be exchanged at least two weeks in advance of these meetings.

ARTICLE 33 – TEMPORARY REPLACEMENT

If any employee covered by this agreement takes unpaid maternal or parental leave of at least 6 months duration, any temporary replacement for that employee shall be required to join the union as such replacement.

Notwithstanding a temporary replacement being required to join the union in accordance with paragraph (a), the following articles of the collective agreement shall not apply to that temporary replacement: 8 (except paragraphs c) and the application of recall rights only, e) and f) which shall apply), 14 (except paragraphs b) and f) which shall apply), 16, 19, 20, 21, 26, 27 and 28.

Should the employee be retained by the employer beyond the specified replacement period or one year (whichever comes first) or recalled back to work within the period specified in Article 8 (c) they shall be considered a permanent employee and continuous service shall revert to their original date of hire with the employer and recognition to rights and benefits within the collective agreement shall be modified to reflect their date of hire.

ARTICLE 34 - MODIFICATION, TERM, RENEWAL OF AGREEMENT

- (a) Unless otherwise stipulated, the terms and conditions of this Agreement shall become effective on **May 12, 2013** and shall remain in force and effect until **May 11, 2014** and shall continue in force and effect from year to year thereafter unless either party gives to the other party notice in writing preceding the termination date that it desires its termination or amendment.
- (b) Either party desiring to propose changes or amendments to this Agreement shall, within ninety days prior to the expiry date, give notice in writing to the other party. Such notice shall contain the proposed changes or amendments desired. A meeting of the parties will be convened within twenty (20) days of the date on which the notice was served to commence bargaining.
- (c) This Agreement may be amended by mutual consent of the parties.

(d) The company will provide a reasonable number of copies of the Agreement to all members of the Committee, Union Local and National Union.

(e) All employees will be paid a lump sum once at signing as follows:

Full time \$150.00

Part time \$100.00

ARTICLE 35 - BENEFITS

The employer shall maintain for the life of this agreement the levels of benefit coverage found in the Total Guard benefit plan, Certificate Number: 278471500 with current coverage for Life Insurance, AD&D and LTD with Western Life, Policy #36L70 and for Health Care, Dental and Vision Care benefits with Green Shield, Policy #30749. Benefit Coverage above is found in abbreviated form in Schedule C - BENEFITS.

May 12, 2010 to May 11, 2013

BY THE EMPLOYER:

BY THE UNION:

SCHEDULE 'A'

SCHEDULE 'B'

The following are the Classifications referred to in this Agreement:

Classification 1 – Reporter

Classification 2 – Advertising, Electronic Compositor, Typesetter, Production

Classification 3 – Bookkeeper, Circulation Clerk

Wage Grid

The Glengarry News Limited

Letter of Understanding Re: Special Projects and Services

Re: Translation Services

There are instances where the company receives unilingual advertisements that may require translation.

The Company and the Union shall mutually decide an hourly premium rate to charge the client for such translation services, keeping in mind current rates. If any Employee of the Company provides this service, said Employee shall receive the full amount of the charged premium.

Re: Problem Solving

There are instances where problems with office machines may occur. Any Employee who devotes time to attempt to resolve said problem will be compensated in the form of double the time off spent addressing the problem.

If the Employee is not able to take this time off within the month in which the problem was solved, the equivalent monetary compensation as per his or her hourly rate shall be paid out within three weeks following the end of the month in which the duty was performed.

Re: Special Projects and Services

If the company should require a special project or special service that could be accomplished by an Employee, a consultation between the Company and the Union shall take place after which the Union may request that Employee or other Employees attend future meetings. A decision as to the required duration, timing, services to be provided and appropriate compensation shall be mutually decided.

Dated this the 2nd day of December 2010;

For the Employer

For the Union

Letter of Understanding Re: Editorial Cartoonist

Between

The Glengarry News Ltd. (“The Company”) and CEP Local 87-M-46 (“The Union”)

The Union accepts that the Company externally employs an editorial cartoonist on a piecework payment basis.

Further, the Union accepts this arrangement will continue for the foreseeable future, under the following conditions:

- The role of the editorial cartoonist, an independent contractor outside the bargaining unit, does not change
- Articles 3 (f), 4 (d), and others of the Collective Agreement are not violated
- No current bargaining unit member has the skills and interest in performing the work.

Dated this 14th day of August, 2013;

For the Company

For the Union

Letter of Understanding Re: Mary Couture

between

The Glengarry News Ltd. (“The Company”) and CEP Local 87-M-46 (“The Union”)

The Union accepts the role **Mary Couture**, an employee outside the bargaining unit, served with the Company prior to the May 12, 2010 contract coming into force.

The Union further accepts this arrangement with Ms. Couture will continue for the foreseeable future, under the following conditions:

- No bargaining unit member sees a reduction in hours as a result
- The work includes only producing tear sheets for billing purposes and the collecting of funds from newspaper vendors
- The quantity and nature of the work Ms. Couture performs does not change
- If Ms. Couture opts to retire or no longer continue doing the work, then said work will return to the bargaining unit
- Should the work be eliminated, such as, but not limited to a switch to electronic processing, this agreement becomes null and void

Dated this 14th day of August, 2013;

For the Company

For the Union

Letter of Understanding Re: Peter Kovessy

between

The Glengarry News Ltd. (“The Company”) and CEP Local 87-M-46 (“The Union”)

The Union accepts that the Company externally employs Peter Kovessy as an editorial columnist on a piecework payment basis.

Further, the Union accepts this arrangement will continue for the foreseeable future, under the following conditions:

- The role of Mr. Kovessy, an independent contractor outside the bargaining unit, does not increase (beyond one editorial column every second week) or change in any other way
- No bargaining unit member sees a reduction in hours as a result of Mr. Kovessy’s contribution to the newspaper

- Articles 3 (f), 4 (d), and others of the Collective Agreement are not violated
- No current bargaining unit member has the skills and interest in performing the work.

Dated this 14th day of August, 2013;

For the Company

For the Union

Letter of Understanding Re: Costa Zarifi

between

The Glengarry News Ltd. (“The Company”) and CEP Local 87-M-46 (“The Union”)

The Union accepts that the Company externally employs Costa Zarifi as a freelance photographer on a piecework payment basis.

Further, the Union accepts this arrangement will continue for the foreseeable future, under the following conditions:

- The role of Mr. Zarifi, an independent contractor outside the bargaining unit, does not increase or change in any other way such that a bargaining unit member would see a reduction in hours
- Articles 3 (f), 4 (d), and others of the Collective Agreement are not violated
- No current bargaining unit member has the skills and interest in performing the work.

Dated this 14th day of August, 2013;

For the Company

For the Union

Letter of Understanding Re: Sean Bray

between

The Glengarry News Ltd. (“The Company”) and CEP Local 87-M-46 (“The Union”)

The Union accepts that the Company externally contracts Sean Bray’s company for website programming consultation and services.

Further, the Union accepts this arrangement will continue for the foreseeable future, under the following conditions:

- The website-related work of Mr. Bray (or any sub-contractor or employee of Mr. Bray) is done outside of the Alexandria location of The Glengarry News
- Mr. Bray invoices The Glengarry News at his current business rate
- Mr. Bray forwards any sub-contractor invoices to The Glengarry News for payment directly to said sub-contractor
- Articles 3 (f), 4 (d), and others of the Collective Agreement are not violated

The Union also understands that Mr. Bray, in his role of employee at The Glengarry News, may also work as an employee on the Company’s website insofar as said work relates to his capacity as Sports Editor for The Glengarry News. This work, including such things as updating the photo gallery and posting sports updates to the website, shall be completed as part of Mr. Bray’s normal weekly duties at the newspaper and will result in no additional billing by Mr. Bray’s company.

Dated this 14th day of August, 2013;

For the Company

For the Union

Letter of Understanding Re: Ronna Mogelon

between

The Glengarry News Ltd. (“The Company”) and CEP Local 87-M-46 (“The Union”)

The Union accepts that the Company employs Ronna Mogelon, a union member, in the capacity of monthly/occasional columnist, a task outside her regular duties as a part-time employee with the company.

Further, the Union accepts this arrangement will continue for the foreseeable future, under the following conditions:

- The compensation for Ms. Mogelon will be at her regular hourly wage, as per the Collective Agreement.
- Approximately two (2) to four (4) hours will be needed per column.
- The time for preparing a column will be outside her regularly scheduled hours and tasks (office assistant and proof-reading) with the Company, and Ms. Mogelon shall not see any reduction in said hours/tasks as a result of this Letter of Understanding.
- Ms. Mogelon writes only about her area of expertise: cooking/baking.
- No full-time bargaining unit member sees a reduction in hours as a result of this Letter of Understanding.
- Articles 3 (f), 4 (d), and others of the Collective Agreement are not violated.

Dated this 14th day of August, 2013;

For the Company

For the Union