

Memorandum of Agreement re: Contract Renewals (draft)

Stratford Beacon Herald – Nov 7, 2017

Housekeeping:

All Contracts: Incorporate central bargaining table changes which have not already been incorporated (Severance, Family Leave and PEL)

All Contracts: Add central table agreed-to items from May 2017.

All Contracts: insert where missing No Strike/Lockout language as Article 5 as per labour relations act.

Preamble, All Units: Change all references of Sun Media Corporation to Sun Media Corporation, a division of Postmedia Network Inc.

All contracts: harmonize numbering system of contract articles.

All contracts: delete sentence in leave language defining commonlaw relationships:

~~A common law spouse is one that has cohabited with the employee for at least two consecutive years.~~

Article 202, Advertising/ 1301 Composing – Dues Deduction Add phone number to all contracts.

Article 205, All Units – CEP Humanity Fund: Change references of CEP Humanity Fund to Unifor Social Justice Fund.

Article 10, Court Leave, All Contracts: NEW Should an employee be required on his or regular work day to report or 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 regular salary. However, the 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 a result of performing the employee's proper duties for the Employer.

Newsroom Contract, Vacation: 15.01 Change reference from After 25 years – 6 weeks' vacation to After 33 years – 6 weeks' vacation. This did not get changed during last contract review/printing.

Composing Contract,

Composing: Delete existing Articles 5.04 and 5.05 as no long applicable

~~5.04 It is agreed that there shall be a standard of competency of the employees in the composing room. An operator producing a minimum average of 50 words per minute of corrected matter on a VDT keyboard shall be deemed competent to hold a regular situation. Due allowance shall be made for the loss of time from any cause not the fault of the operator. The foreman/woman shall be the judge of competency.~~

~~5.05 Any member who has been discharged and believes the discharge unjustified shall have the right to appeal to the chapel. Either party may appeal the decision of the chapel to the Union. From the decision of the Union, an appeal may be made by either party, the decision of which shall be final and binding.~~

Vacation: 15.01 Remove language prohibiting vacation in the first year.

Article 5 – Discipline and Discharge 5 b NEW All Contracts: It is agreed that written letters of warning and reprimand shall be removed or deemed to be removed from an employee's personnel file 18 months from date of issue.

Article 7, Seniority, Layoff and Recall, All Contracts: 7 h: Agreement was reached at Central Table in May 2017 to increase notice from 3 to 8 weeks.

Article 7, Recall 7 m: Agree to delete the phrase: two months or less and add "a part-time or", as follows:

Any employee who refuses a position in the classification from which laid - off automatically terminates any claim to further employment by the employer except that a full-time employee may refuse work of a **part-time or** temporary nature. (~~Two months or less~~). Without affecting their recall rights.

Article 7, Major Tech Change- If an employee is laid off as a direct result of the introduction of major innovative change in equipment, process or technology used by the Employer in its operations, and such layoff will occur within six (6) months of the change, the Employer shall give the employee at least two (2) months notice of layoff. During this period, the Employer and the Union shall meet and discuss ways and means of reducing the impact of such change.

In the case of a competitive emergency, the Employer shall give the employee two (2) weeks' notice of layoff, but shall pay the employee the balance of the two months of notice. For clarity,

the two months of notice is in addition to the eight weeks of notice stipulated elsewhere in this collective agreement

Article 8:01, All Contracts, Bargaining Team Leave. Amend to 2, including Unit Chair with the understanding that representatives not at the table can be brought in to discuss matters specific to their department.

All Contracts: All part time employees will receive vacation pay (at the appropriate % based on service) on each bi-weekly pay. To begin on the pay period following annual payout.

Advertising, Article 17 – Hiring and Promotions: 17 c) **Add bolded sentence:** Where two or more applicants for bargaining unit positions have relatively equal skill and ability to do the job, the employee with the most seniority will be awarded the job. If in the opinion of the company, neither applicant has the skill and ability to the job, the company maintains the right under Article 2 (a) to hire from the outside. **The company shall be fair and reasonable in the exercise of its discretion.**

Article 1702 Composing, Hiring and Promotion: Delete as it conflicts with 201: ~~If the new employee proves competent and completes the probationary period successfully, he/she must be admitted into the union as a member 90 days after date of hire.~~

Mailroom, Article 18: – Foot Protection: The employer agrees to increase foot protection from \$75 to \$100 every 24 months for anyone required to wear, upon presentation of receipts.

Mailroom: Correct typo in 7.02 saying you lose seniority if laid off for 18 months, not 8 months. Delete 14, q, r, s as it duplicates 17 c, d and e

Article 22, Expenses: Cell Phones

The cell phone rate will be increased to \$25/\$40 per month.

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

Advertising: Fair Distribution of Accounts – same language as Chatham.

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

desires. In the event that there is a restructuring of account lists, such restructuring will be done on a fair and reasonable basis.


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

Article 22 b, Mileage: If the kilometer rate is increased at the common table during the next round of bargaining then that will also apply to the Stratford bargaining units.

Article 25 – clarifying that Schedule A forms part of the collective agreement.

Advertising: Letter of Understanding: NEW – The Employer agrees to maintain Cost Plus, for those currently eligible, for the life of this collective agreement.

Dated this _____ day of November, 2017



For the Employer

DEC 15/17

For the Union