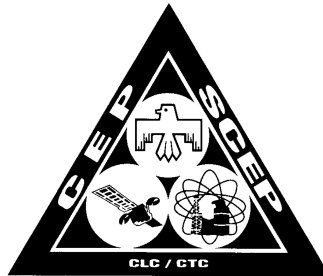


# COLLECTIVE AGREEMENT

BETWEEN

THE BRANTFORD EXPOSITOR,  
A Division of Osprey Media Publishing Inc.

AND



COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF  
CANADA LOCAL 87-M  
SOUTHERN ONTARIO NEWSMEDIA GUILD

Effective:  
July 14, 2010 to November 30, 2012 – ***Editorial***

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## **Local 87-M 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.

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.

**A**fter 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.

**O**ther 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.

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

**E**mployees 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 very 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.

The late '60s and the 1970s were a more stable period for the union, as the Guild settled into perhaps a too-cozy 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.

**A**t 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.

**O**rganizing 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.

**W**ith 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.

**I**n 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.

**T**he 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.

But 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), and is now Local 87-M of the CEP. The CEP is an all-Canadian union with more than 150,000 members 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 advertising department 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.

In 2008, SONG expanded in a big way to the Ottawa area where we'd already organized the Ottawa Sun. Beginning in January, 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, TelAv and ELC. We now represent about 4,000 workers in all aspects of the media in Ontario and 35 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.

Look elsewhere on our website, [www.song.on.ca](http://www.song.on.ca), for examples of SONG contracts which set out wages, vacations, hours of work, overtime and many other workplace issues. The site also provides the names of the dedicated local officers and staff who have served this union since its formation.



## **MEMORANDUM OF AGREEMENT**

Made July 14, 2010 between The Brantford Expositor, a Division of Osprey Media Publishing Inc., hereinafter known as the Employer and Communications, Energy and Paperworkers Union of Canada Local 87-M, Southern Ontario Newsmedia Guild, hereinafter known as the Union, for itself and on behalf of the employees of the Employer described in Article 1.

### **ARTICLE 1 - RECOGNITION AND COVERAGE**

1.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in its Editorial Department, save and except Managing Editor, Editor, City Editor, Night News Editor, and all persons above these ranks; part-time employees working fifteen (15) hours or less per week; all persons employed on a temporary basis for not more than six (6) months, provided that such temporary basis shall be deemed permanent after six (6) months, or if that such temporary basis shall be deemed permanent after six (6) months, or if rehired within four (4) months of termination of their temporary employment (unless otherwise agreed by the Union and the Employer) and shall be credited with their temporary service.

Notwithstanding the above, a temporary employee may also be used to replace an employee on maternity or parental leave for the duration of the leave, without being covered by this collective agreement.

1.02 The Employer agrees to allow for the placement of an on-site ballot box for annual elections of the local executive that may take place, provided that there is no disruption to the business operation. Any related meetings must be held off-site after business hours, and must not interfere with any operational requirements.

1.03 The Employer shall advise a new employee, or employees who are transferred into the bargaining unit, that a collective agreement is in effect and advise such employee(s) of the name of the Union's Unit Chairperson. The Employer shall advise the unit chair when an employee is hired or transferred into the bargaining unit.

## **ARTICLE II - MANAGEMENT RIGHTS**

2.01 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency.
- (b) Hire, discharge, classify, direct, transfer, lay off, promote and discipline for cause subject to the grievance and other rights as herein provided by this Agreement.
- (c) Make and alter from time to time rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this Agreement; and generally to manage the enterprise in which the Employer is engaged, and to determine the methods and equipment to be used.

## **ARTICLE II (A) - PERSONNEL FILE**

2A.01 An employee shall have the right to review personnel, performance and any other files related to the employee which are kept by the Employer.

Upon request, employees shall be provided with copies of material they have the right to review under the above paragraph.

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.

Derogatory material shall be brought to the attention of an employee before being entered into the Employer's records.

Copies of formal discipline shall be removed from the employee's personnel file after thirty-six (36) months from date of issue, provided that there has been no discipline issued during the thirty-six (36) month period.

2A.02 When the conduct or efficiency of an employee reaches the stage where a written expression of dissatisfaction is necessary, the Employer shall so advise the Union and the employee concerned.

Such notice shall be in writing and the employee shall be furnished with pertinent details of any such complaint. If this procedure is not followed, such expression of dissatisfaction shall not become part of the employee's record and shall not be used against the employee at any time. Any replies to such notices shall also become part of the employee's record.

### **ARTICLE III – HIRING**

- 3.01 The Employer shall post on the main bulletin board and on the bulletin boards in each of the departments where employees are represented by the Union, for a period of at least seven (7) working days, notice of openings for employment within the bargaining unit. The notice shall indicate the job classification and general duties of the position. A copy of such notice shall be forwarded to the Union. The Employer agrees to consider candidates recommended by the Union.
- 3.02 The Employer shall continue its policy of promotion from within, whenever suitable candidates are available. Where two or more applicants for a bargaining unit position meet the criteria for the job and have relatively equal skill and ability the employee with the most seniority will be awarded the job.

### **ARTICLE IV - GRIEVANCE PROCEDURE**

- 4.01 The Union shall designate a committee of its own choice but not comprising more than two (2) employees [excluding the grievor] to take up with the Employer or his authorized agent or agents any grievance arising under the provisions of this Agreement.

#### **4.02 Definitions**

“Grievance” means any difference between the parties bound by the collective agreement arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

“Days” means calendar days, excluding Saturdays, Sundays and Statutory Holidays.

- 4.03 Step 1: Grievances shall be submitted first to the departmental supervisor, who shall be given an opportunity to adjust any grievances within ten (10) days after it has been initiated with him/her. A matter need not be accepted as a grievance if submitted more than fifteen (15) days after the occurrence of the circumstances giving rise to it.
- Step 2: If there is no settlement of the grievance at the departmental level, the matter may be submitted to the Publisher or his/her authorized representative within fifteen (15) days after receiving the supervisor's decision. The Publisher shall reply to the grievance within ten (10) days after it has been initiated with him/her.
- 4.04 Failing settlement under the foregoing procedure, any grievance may be submitted to arbitration as hereinafter provided.
- If no written request for arbitration is received within twenty (20) days after the decision of the Publisher is received, it shall be deemed to have been settled.
- 4.05 Grievance procedure shall be conducted on Employer time but in a manner which will not unduly disrupt the operations of the Employer.
- 4.06 Any differences arising directly between the Employer and the Union may be submitted in writing by either party at Step 2 of the above procedure and the time limits provided under the applicable provisions of the grievance procedure shall appropriately apply to both parties.
- 4.07 It is understood that, if necessary, the time limits contained herein may be extended by mutual consent to assist in reaching a settlement.
- 4.08 All agreements reached under the grievance procedure between representatives of the Employer and the Union will be final and binding upon the Employer, the Union and the employee or employees concerned.
- 4.09 This Article shall not preclude an employee from processing a grievance directly with his/her departmental supervisor, but any

settlement reached thereby shall not violate provisions of this Agreement. The Union shall forthwith be advised in writing of all such settlements, copy to the Union's Toronto office. Notwithstanding the foregoing, the Union reserves the right to take up any such grievance at any stage of the grievance procedure.

- 4.10 Grievances shall be submitted in writing in advance of any meeting if requested by either party.

## **ARTICLE V – ARBITRATION**

- 5.01 When either party requests that any matter be submitted to arbitration as hereinafter provided, it shall make such request in writing addressed to the other party to this Agreement. Grievances shall be submitted to a single arbitrator, unless one of the parties requests in writing that it be heard by an arbitration board of three members, in which case the other party shall comply. A request for an arbitration board shall be made no later than ten (10) days after the original request for arbitration.

5.02 Single Arbitrator

The parties shall attempt to agree on an arbitrator. If the parties cannot agree, the arbitrator shall be appointed by the Ontario Minister of Labour.

Arbitration Board

The party requesting an arbitration board shall name its appointee to the arbitration board in its written request for an arbitration board. The other party shall advise the first party of the name of its appointee within five (5) days of receipt of the request. The two appointees shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the two (2) appointees fail to agree upon a Chairperson within that time limit, the appointment shall be made by the Ontario Minister of Labour upon the request of either party.

- 5.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

- 5.04 No matter may be submitted to arbitration which has not been properly carried through the required steps of the grievance procedure.
- 5.05 The single arbitrator or arbitration board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 5.06 The arbitration proceedings will be expedited by the parties hereto, and the decisions of the single arbitrator, or the majority in the case of an arbitration board, will be final and binding upon the parties hereto and the employee or employees concerned.
- 5.07 Each of the parties hereto will bear the expenses of the appointee representing it, and the parties will jointly bear the expenses of the single arbitrator or Chairperson of the arbitration board and other jointly incurred expenses of the arbitration board, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.
- 5.08 Where a time limit is established in this Article, such time limit shall be deemed to be exclusive of Saturdays, Sundays and Statutory Holidays. It is understood that, if necessary, these time limits may be extended by mutual consent to assist in reaching an amicable settlement.

## **ARTICLE VI – SECURITY**

- 6.01 (a) There shall be no discipline or discharge except for just cause.

In the event that an employee is to be formally disciplined, he may request that a union representative be present. The absence of a union representative, if attempts have been made to ensure the attendance of a union representative, does not nullify discipline or any action taken at the meeting. It is understood, however, that a union representative shall be present when an employee is discharged and a copy of any formal discipline shall be given to the union.

- 6.01 (b) The Employer may dismiss a probationary employee (less than three (3) months service) for any reason, provided such dismissal is not otherwise arbitrary, discriminatory or in bad faith.
- 6.02 A claim by an employee that he or she has been disciplined or discharged in violation of this Agreement shall be treated as a grievance if a written statement of such grievance is lodged with the Publisher or his/her representative within ten (10) working days after the employee is disciplined or ceases to work for the Employer. Step 1 of the grievance procedure will be omitted in any such cases.
- 6.03 There shall be no dismissals as a result of putting this Agreement into effect.
- 6.04 Every person has a right to equal treatment with respect to employment without discrimination because of age, sex, race, colour, ancestry, place of origin, ethnic origin, citizenship, creed, marital status, family status, sexual orientation, handicap, or record of offenses, as defined and interpreted under the Ontario Human Rights Code, nor because of political beliefs or lawful Union activity. The Employer and the Union recognize the right of all employees to work in an environment free from sexual and other types of harassment.
- 6.05 Not less than two (2) weeks' notice shall be given to an employee and to the Union upon being released from employment by the Employer, except in the case of dismissal for gross misconduct, in which case no notice need be given.
- 6.06 Whenever the Employer decides that it is necessary to reduce staff, employees will be laid off within each classification in each department on the basis of reverse order of their total length of service with the Employer since last hired. An employee in a classification to be reduced may elect to transfer within the employee's department to a lower classification or another classification in the same wage group provided that he is qualified for the work required, and provided that his total service with the Employer exceeds that of another employee in the other classification who will then become the employee to be laid off.

It is understood that, in the application of the above, the employee(s) initially affected must make their election to transfer (or otherwise)

within 15 days of the notification of the layoff. In any event, the complete bumping process must take place within 30 days.

For this purpose the departments are Editorial, Reader Sales and Service and Advertising.

Before any such action is taken, the Employer shall notify the Union in writing at least 30 days in advance of any lay-off to reduce the force specifying the number of employees to be affected and their classifications and the reason why the Employer finds it necessary.

There shall be no lay-off within 30 days after the notice has been given to the union as outlined above. During those 30 days, the Employer shall accept voluntary resignation from employees in classifications as specified. For each voluntary resignation the number to be laid off in that classification will be reduced by one (1). Those accepting voluntary resignation shall be entitled to severance pay as provided in Article VI-A.

Employees who completed three (3) months' service at the date of lay-off will be recalled to work in the reverse order from that in which they had been laid off, provided that they are qualified for the work required, and provided further that such recall takes place within 12 months of the date of lay-off for employees.

Upon being so recalled, an employee shall within seven (7) days notify the Employer in writing of his intention to return to work and within an additional seven (7) days report for work. The Employer agrees to advise an employee of such recall in writing via registered mail to his last known address, with a copy of the notice to the Union, copy to the Union's Toronto Office.

6.07 Any employee who refuses a position in the classification from which s/he was laid off automatically terminates his/her claim to further employment by the Employer, except in the case of a temporary position or a position requiring a significantly different number of hours of work than the position the employee worked in prior to his layoff.

6.08 As a result of the introduction of new or modified equipment or processes, or when a new system of production is introduced, the



Employer will provide training in these circumstances and such training will be at the time and expense of the Employer.

The Employer will give the Union 30 days notice of the installation of new or modified equipment or processes, or when a new system of production is introduced, when such introduction would:

- i) result in the reduction of staff,
- ii) involve the retraining of an employee, or
- iii) create a new job classification.

There will be no reduction in salary for those dislocated by the introduction of new or modified equipment or processes. An employee so dislocated will also receive any future wage increases accruing to the classification from which he was dislocated, provided the employee is willing to undertake such training as the Employer requires and provides.

When a new system of production is introduced, Union members actively at work who do not wish to retrain or are unable to retrain will be able to sever their employment with The Expositor, such severance to be accompanied by payment in accordance with the terms set out in Article VI-A of this Agreement. The severance option may be exercised by the employee when either the employee need not be replaced; or an employee is approached for retraining and does not wish to retrain; or an employee becomes unable to retrain or fails to complete his/her retraining to a normal level of competence; or an employee becomes redundant.

The Employer will notify the Union of any new job classifications that are proposed to be created as a result of the introduction of new or modified equipment or processes, or when a new system of production is introduced, and will negotiate the appropriate rate for any such new classifications within 14 days. If agreement on rates is not reached within 14 days the matter will be subject to the normal grievance procedure. The 14 day limit may be extended by mutual consent of the Employer and the Union.

6.09 The Employer shall not establish unreasonable standards of speed or accuracy for such new or modified equipment or processes, or when a new system of production is introduced.

- 6.10 The Union reserves to its members the right to refuse to deal with material received from or destined to an unfair Employer, or from or for an office, shop or factory where a legal strike or lockout is in effect and has been sanctioned by the Union. The Union will give the Employer twelve (12) hours notice of its intention of invoking the struck work clause of this Agreement.
- 6.11 An employee shall lose all seniority rights and employment in the event that:
- (a) the employee quits
  - (b) the employee is discharged for just cause; and such discharge is not reversed through the grievance or arbitration procedure
  - (c) the employee has been laid off for a period exceeding the applicable recall period
  - (d) the employee fails to report for work within fourteen (14) days after notification of recall to work following layoff
  - (e) the employee fails to report for work after an authorized leave of absence without providing a reasonable explanation satisfactory to the employer
  - (f) the employee has been absent without permission or proper notification for three working days and has not provided a reasonable explanation satisfactory to the employer
  - (g) the employee retires

## **ARTICLE VI-A - SEVERANCE PAY**

Upon termination of employment, except for retirement, resignation, death, or in the case of consistent negligence in the performing of assigned duties, or gross misconduct, or self-provoked dismissal for the purpose of collecting severance pay, or termination of employment for failure to maintain membership in the Union in good standing, an employee shall receive severance pay at the rate of one (1) week's salary for each six (6) months of service with the Employer, or major fraction thereof, to a maximum of thirty-eight (38) weeks' salary.

## **ARTICLE VII - HOURS OF WORK AND OVERTIME**

- 7.01 The standard work week shall be five (5) days of seven and one-half (7 1/2) hours falling within eight and one-half (8 1/2) hours and within

eight (8) hours for desk staff. Shorter lunch period for desk staff may be taken only when authorized by the Employer.

- 7.02 (a) The term Night Desk Staff refers to employees whose scheduled shifts contain the majority of the shifts hours between 6:00 p.m. and 6:00 a.m.
- 7.02 (b) Shifts for Night Desk Staff each week shall be consecutive.
- 7.03 Staff members on out-of-town assignments shall be compensated for overtime in accordance with the provisions of 7.05.
- 7.04 Notwithstanding the provisions of 7.01, each employee in the Editorial Department may be required to work twenty (20) split shifts during each year of this Agreement. Overtime on such shifts shall be payable only after seven and one-half (7 1/2) working hours.
- 7.05 (a) The Employer shall compensate for all authorized overtime work at the rate of time and one half in cash, except that overtime in excess of four (4) hours on any one (1) day (excluding sixth or seventh shifts) shall be compensated for by the Employer at the rate of double time in cash. Overtime shall be defined as work authorized and performed after seven and one-half (7 1/2) scheduled hours per day, (except as provided in 7.04).
- 7.05 (b) (i) Overtime shall apply to work authorized and performed following an employee being called in to work before his/her regular work shift or being called back to work after his/her regular work shift, regardless of the hours worked during such shift.
- (ii) Definitions: Day Shift is a shift whose major part falls between 6:00 a.m. and 6:00 p.m. Night Shift is a shift whose major part falls between 6:00 p.m. and 6:00 a.m.
- (iii) An employee scheduled to work a day shift who is called back to work between the end of his/her shift and 11:00 p.m. shall be guaranteed a minimum of two (2) hours pay at the overtime rate.
- (iv) An employee scheduled to work a night shift who is advised within five (5) hours of the beginning of that shift that he/she

is being called in to work shall be guaranteed a minimum of two (2) hours pay at the overtime rate.

(v) An employee scheduled to work a night shift who is advised more than five (5) hours preceding the start of the shift that he/she is being called in to work shall be guaranteed a minimum of three (3) hours pay at the overtime rate.

(vi) An employee called in to work or called back to work between 11:00 p.m. and 7:00 a.m. shall be guaranteed a minimum of three (3) hours pay at the overtime rate.

7.06 Work schedules shall be posted not later than 5:00 p.m. on the Wednesday preceding the Sunday-to-Saturday week for which they apply, except that scheduled starting times may be changed by up to three (3) hours if notice of the change is given by noon of the previous day. A schedule showing days off only shall be posted one (1) week prior to the posting of the work schedule. Shifts may be split by notice of the change by 1:00 p.m. of the previous day. With the consent of the Employer and the Union, employees will be allowed to change a day off after the schedule has been posted, for personal or professional reasons such as the cancellation of a news event.

7.07 An employee required to work on his day off shall be paid at the rate of time and one-half for all time worked, with a minimum of four (4) hours at the overtime rate.

7.08 Employees shall have the option of taking their compensation for overtime or work on a day off in time off equivalent to the pay they are entitled to. Such time off will be taken by mutual consent within 60 days of the employee choosing time off.

7.09 Overtime information will be available to the Union on request.

7.10 No employee shall be scheduled to begin any shift within eight (8) hours after the scheduled end of his or her previous shift, except by mutual consent of the employee, the Union and the Employer.

7.11 \$12.50 (twelve and one-half dollars) premium shall be paid to an employee where the major part of the employee's shift is worked on a Sunday. If the Brantford Expositor should decide to publish on Sunday as a regular publishing day, this premium will not apply.

## **ARTICLE VIII – HOLIDAYS**

- 8.01 The Employer agrees to observe the following holidays without loss of regular pay to the employees, provided they occur or are officially observed on a regular scheduled working day of the employee. New Year's Day, Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and Family Day (or days celebrated as such).
- 8.02 In order to qualify for holiday pay, the employee must work the regular working day both immediately preceding and immediately following the holiday concerned, except where the employee is receiving Workmen's Compensation or is absent due to certified illness (in which case the employee will not receive more than his regular day's pay as between Workmen's Compensation or Sick Benefit and the application of this article) and any other reason satisfactory to the Employer.
- 8.03
- (a) In a week which includes a statutory holiday, employees will receive five (5) days pay for four (4) days work.
  - (b) If the holiday falls on an employee's day off they shall be given a day off with pay within sixty (60) days, or a day's pay in lieu.
  - (c) An employee working on a statutory holiday shall be paid time and one-half (1 ½x) for all hours worked, in addition to the regular pay for the statutory holiday. It is understood this is full payment for the holiday, and the employee is not entitled to a day in lieu.
  - (d) An employee working on Christmas Day shall be paid double the regular rate for the hours worked on Christmas Day, in addition to the regular pay for the statutory holiday. It is understood this is full payment for the holiday, and the employee is not entitled to a day in lieu.
  - (e) An employee shall receive compensation for statutory holiday work in either cash or equivalent time off, at the employee's option. Days off are to be taken at a time mutually agreed between the employee and the Employer.

(f) Overtime worked on a statutory holiday shall be paid at double time (2x) for all overtime hours worked.

8.04 Each employee shall receive an accumulated total of seven and one-half (7.5) hours per year with pay, to be taken at a mutually agreeable time or times. It is agreed such seven and one-half (7.5) accumulated hours period may be split. New employees with less than one (1) year's service will be given time off on the basis of two (2) hours for each three (3) month's service, with the total time off not to exceed seven and one-half (7.5) hours per year. Employees terminating during the year will be given time off, or payment thereof, on the same pro-rated basis. These hours are to be taken during the calendar year to which they apply.

8.05 Except for Night Desk Staff, work on a statutory holiday shall be offered to employees within each classification in rotation on the basis of highest seniority. Should no one wish to work the statutory holiday, the Employer shall assign the holiday work in rotation on the basis of lowest seniority.

**ARTICLE IX – VACATIONS**

9.01 Employees shall receive an annual vacation with pay on the following basis:

Length of continuous service as of December 31st:

one (1) year	two (2) weeks
three (3) years	three (3) weeks
eight (8) years	four (4) weeks
fourteen (14) years	five (5) weeks
twenty-five (25) Years	six (6) weeks

Employees with less than one (1) year of continuous service shall receive one (1) day of vacation with pay per month of service up to a maximum of ten (10) days (the month of hiring shall be considered a month of service if the employee was hired on or before the fifteenth day).

9.02 Vacation schedules shall be arranged and posted by March 31 in each year. In the event of a conflict over vacation dates, seniority

shall govern. The Employer recognizes a vacation period of May 15 to September 30, and, if possible, all one (1) or two (2) week vacations will be granted within this period. Employees shall provide the Employer with preferred vacation dates by March 20 in each year. Employees who fail to select vacation dates by March 20 may lose the privilege of selection to which their seniority entitles them. Vacations are to be taken during the calendar year in which the employee qualifies for them, except as permitted by mutual consent of the Employer, the employee, and the Union. The third, fourth, fifth and sixth weeks of vacation are to be taken so as not to interfere in any way with the regular vacation period, and with the mutual consent of all concerned. An employee whose service will qualify him for an increased vacation in any calendar year shall receive the additional vacation in the calendar year. Entitlement to the full vacation payment is conditional on employment continuing to the end of the year. If employment is ended before the end of the year, vacation payment will be adjusted accordingly with the value of any unearned vacation already taken being deducted. Accrued vacation pay is based on straight time earnings from January 1st of each calendar year. In case of death, the employee's estate shall receive the accrued vacation pay.

- 9.03 An employee whose vacation period includes a holiday, (as covered in article 8.01), shall receive an additional day on a date mutually agreed on by such employee and the Employer. If requested by the employee, the Employer will add such day or days to the employee's vacation period, whenever possible and feasible.
- 9.04 Vacation pay shall be on the basis of the employee's regular straight-time salary in the category in which the employee normally works.
- 9.05 When the employee has unpaid absence in excess of 30 days in any calendar year, vacation pay for each week of vacation shall be calculated on the basis of two per cent (2%) of the employee's straight time earnings. Adjustments in such cases may be made in the vacation pay. Absence due to sickness for a period up to twenty-six (26) weeks in any calendar year will not be considered unpaid absence. Authorized absence due to family emergencies, or educational leave, will not be considered unpaid absence for the purpose of this section.

## **ARTICLE X - SICK LEAVE**

The resolution of the Mutual Benefit Society will be effective January 1, 2011.

## **ARTICLE XI - LEAVES OF ABSENCE**

- 11.01 Leave of absence without pay may be granted at the discretion of the Employer provided that the Employer shall give due consideration to the reason for the requested absence and whether the requested absence would unreasonably interfere with the efficient operation of the business. The employee shall not engage in other employment during such leave of absence without the consent of the Employer with the exception of educational or labour movement work. A refusal to grant a requested leave of absence shall be subject to appeal under the grievance procedure as to whether the discretion was exercised in the manner required.
- 11.02 An employee who has left or leaves the employment of the Employer to enter any kind of military service in time of war in which Canada is engaged, or under enforced military service, shall if qualified on release from such service resume his position or a comparable one, with a salary not less than that prevailing on his return for his experience rating on leaving. If the employee is unable to resume his former employment because of disability because of military service, the Employer will make all reasonable efforts to give him suitable other employment and shall consult with the Union thereon.
- 11.03 Leaves of absence, upon request, without pay, shall be granted to delegates to conventions of the Union to no more than two (2) employees at any one time on three (3) weeks notice, and for not more than a total of four (4) weeks in any one (1) year. Leaves of absence, upon request, without pay, for purpose of participating in other meetings relating to the business of the Union, for not more than a total of two (2) weeks in any one (1) year, will be granted, provided such absence would not unreasonably interfere with the efficient operation of the Employer's business. If such leaves interfere with the vacation schedule in the number of employees absent, employees on leave on Union business shall have priority over employees with vacation seniority.



- 11.04 Bereavement Leave: In the event of a death in the immediate family of an employee, the employee will be granted a leave of absence of three (3) consecutive days, including the day of the funeral, and the employee will be paid at his regular straight time hourly rate for the number of hours he would otherwise have worked on such days of absence. For the purpose of this provision, immediate family shall be limited to the employee's spouse, common-law spouse, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law.

In the event of the death of the employee's brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grandchild or any relative residing in the employee's home, or with whom the employee resides, the employee will be granted a leave of absence for the day of the funeral and will be paid at his regular straight-time hourly rate for the number of hours he would otherwise have worked on that day.

At the discretion of the Employer, bereavement leave may be granted in special circumstances not covered by this Agreement or additional bereavement leave of one (1) or two (2) days may be granted to employees who would otherwise be entitled to one (1) day of bereavement leave.

- 11.05 An employee's duties or working conditions will not be altered without her consent on account of pregnancy. Maternity leave of absence without pay of up to six (6) months in respect of the birth of an employee's child shall be granted upon request.

An employee on maternity leave will continue to participate in the benefit plans that she is enrolled in by continuing to pay her share of the premiums. An employee can earn pension plan service credits while on maternity leave by continuing to make monthly contributions based on her regular rate of pay. An employee's vacation entitlement shall not be reduced as a result of being on maternity leave.

Male employees shall be allowed one (1) working day off without loss of pay on either the day of birth of their child or the day their child arrives home.

- 11.06 Such leaves of absence shall not constitute breaks in continuity of service.

11.07 Jury Duty: The Employer will pay an employee who is required for jury service, or is subpoenaed as a witness, for each day of service on their regular working days, the difference between their regular straight-time hourly rate for the number of hours s/he normally works on their regular shift and the payment received for jury service. The employee will present proof of jury service and the amount of jury pay. When an employee is excused from jury service for one-half (1/2) day or more, they must return to work and complete their regular shift. Where an employee works on such a day, they shall be paid their regular hourly rate for hours worked, plus the payment they receive for jury service, but in no event less than their regular straight-time hourly rate for the number of hours they normally work on their regular shift.

## ARTICLE XII - MINIMUM SALARIES AND SALARY CONDITIONS

12.01 The following weekly minimum salaries shall be effective on ratification, and on December 1, 2010 (reflecting a 1 % increase), and December 1, 2011 (reflecting a 1.50 % increase) respectively.

Group 1: Editorial Writer-Desk person, Features Editor, Chief Photographer,  
Assistant City Editor

	<b>On Ratif.</b>	<b>Dec. 1, 2010</b>	<b>Dec. 1, 2011</b>
Start	1046.97	1057.44	1073.30
1 year	1057.13	1067.70	1083.72
2 years	1067.27	1077.94	1094.11

Group 2: Desk person, Editorial Writer-Reporter, Sports Editor,  
Lifestyles Editor

	<b>On Ratif.</b>	<b>Dec. 1, 2010</b>	<b>Dec. 1, 2011</b>
Start	1001.60	1011.62	1026.79
1 year	1036.85	1047.22	1062.93
2 years	1046.97	1057.44	1073.30

Group 3: Multi-Media Journalist

	<b>On Ratif.</b>	<b>Dec. 1, 2010</b>	<b>Dec. 1, 2011</b>
Start	577.80	583.58	592.33

6 months	626.19	632.45	641.94
1 year	675.91	682.67	692.91
1 ½ years	728.72	736.01	747.05
2 years	786.05	793.91	805.82
2 ½ years	846.07	854.53	867.35
3 years	907.00	916.07	929.81
3 ½ years	967.36	977.03	991.69
4 years	1024.88	1035.13	1050.66

Group 4: Receptionist

	<b>On Ratif.</b>	<b>Dec. 1, 2010</b>	<b>Dec. 1, 2011</b>
Start	497.20	502.17	509.70
6 months	531.46	536.77	544.82
1 years	565.67	571.33	579.90
1 ½ years	599.87	605.87	614.96
2 years	634.17	640.51	650.12

Group 5: Librarian

	<b>On Ratif.</b>	<b>Dec. 1, 2010</b>	<b>Dec. 1, 2011</b>
Start	531.84	537.16	545.22
6 months	568.48	574.16	582.77
1 year	617.01	623.18	632.53
2 years	652.29	658.81	668.69
3 years	678.38	685.16	695.44

Group 6: Editorial Clerk

	<b>On Ratif.</b>	<b>Dec. 1, 2010</b>	<b>Dec. 1, 2011</b>
Start	456.69	461.26	468.18
6 months	473.69	478.43	485.61
1 year	490.75	495.66	503.09
2 year	546.10	551.56	559.83

Minimum wage will be paid to summer students who may be employed during the period from May 1<sup>st</sup> to September 1<sup>st</sup> in each year.

- 12.02 Classification and experience rating of new employees shall be established by mutual agreement between the Employer and the Union. In the application of the foregoing schedules of minimums,

experience shall include employment in comparable work. In the application of this clause covering experience rating of new employees, it is understood that if requested, experience rating of new employees will be established prior to hiring. It is also understood that experience greater than that required for the position open need not be recognized except to the maximum of the classification to which the position applies.

In the application of this clause covering experience rating of new employees it is understood that the Employer will supply the Union with the rate, classification, experience rating and reason for the experience rating for new employees.

- 12.03 In the event that the Employer creates a new bargaining unit job classification, the Union and the Employer agree to negotiate the minimum salaries for the new job classification. Where agreement cannot be reached, the issue of the minimum salaries shall be referred to the grievance and arbitration procedure for resolution.
- 12.04 Any employee who works a scheduled shift whose major part falls between 6:00 p.m. and 6:00 a.m. or any employee on a split shift shall receive a differential of \$15.72 for such shift in addition to his/her regular salary. Any employee who works a scheduled shift which begins between midnight and 6:00 a.m. shall receive a differential of \$15.72 in addition to his/her regular salary. Only one (1) such differential shall be paid in respect of any one (1) shift.
- 12.05 Any employee who substitutes in any higher paid job within the bargaining unit for up to four (4) hours on any shift shall be paid half the difference between his regular rate for a full shift and that of the employee being replaced, and thereafter shall be paid at the rate of the employee being replaced with a minimum of a full shift's pay. Any employee who substitutes in a position outside the bargaining unit for one shift or more in any week shall be paid at the top rate of Group 1, plus five per cent (5%). Night Desk Staff who substitute for the Night News Editor shall receive this premium for all such hours worked
- 12.06 No employee shall be scheduled to work beyond 6:00 p.m. on the shift prior to the beginning of his/her vacation period, (beyond 6:00 a.m. for Night Desk Staff and the Night Multi-Media Journalist), or a statutory holiday, except in case of emergency assignment. An emergency assignment includes work required because of the

unscheduled absence of other employees, and news events occurring after the schedule is posted. It is understood that an employee may be required to work beyond 6:00 p.m. on the shift prior to his/her weekly day off up to 18 times per calendar year.

- 12.07 There shall be no reduction in salaries except by mutual agreement. This does not apply to merit pay.

### **ARTICLE XIII - EXPENSES AND EQUIPMENT**

- 13.01 The Employer agrees to pay all authorized expenses of any employee incurred in the discharge of his duties. This includes meals when an employee works beyond two (2) hours on an overtime basis and meals on an out-of-town assignment. Such claims must be accompanied by receipts.
- 13.02 As a condition of employment, the Employer will require all employees whose normal duties include work outside the office to supply a reliable vehicle to be used in the discharge of the employees' duties.

Employees who are required to use a personal vehicle for Employer business must satisfy the Employer that they have adequate insurance for use of the automobile for business purposes (minimum \$1,000,000 Public Liability and Property Damage coverage required). The Employer agrees to pay the cost of the difference between the private use and business use insurance coverage, to a maximum of \$210.00 per year (\$220.00 per year effective January 1, 2005).

When an employee renews his insurance he shall provide the Employer with written proof of coverage and cost, at which time he will be reimbursed up to the entitled maximum in a lump sum payment. At the beginning of each calendar year the Employer and the Union will assess quotations from the employees' insurance companies (and other companies if needed to provide five (5) quotations) to establish whether an adjustment in this payment is required. This would be based on an average of the quotations.

The Employer shall review the situation with the Union annually to determine whether business insurance was justified in every instance.

- 13.03 The Employer may require that Multi-Media Journalists wear CSA-approved safety boots while on the job on certain assignments. The Employer agrees to provide such employees with a safety boot allowance of \$75.00 each twenty-four (24) months, upon presentation of receipts.

#### **ARTICLE XIV - EMPLOYEE BENEFITS**

- 14.01 The new FlexMedia benefit plan for all full-time employees of Sun Media will be applicable to all full-time employees covered by this collective agreement and these employees will participate in such plan, effective October 31, 2010. The prior benefit program shall remain in place until Flex Media is implemented. The terms and conditions of the new benefits plan, including coverage of benefits, shall be no less than those described and disclosed to the union during negotiations.

The parties agree to cost protection as described in the memo from Chris Krygiel to Howard Law dated April 29, 2010, with attachments.

Part-time employees will continue to be covered under the prior benefit program (as outlined in the collective agreement having an expiry date of November 30, 2009) if they so qualify.

If, during the term of this collective agreement, a new benefit plan is introduced for all part-time employees of Sun Media, then that plan will be applicable to all part-time employees covered by this collective agreement and these employees will participate in such plan with the union's consent, which shall not be unreasonably withheld.

#### **ARTICLE XV - HEALTH AND SAFETY**

- 15.01 The Employer recognizes the need for breaks away from VDTs and will allow for them. It is expected that employees will exercise responsible judgment in taking breaks, as is the present practice.
- 15.02 The Employer shall make every reasonable effort to supply employees with adjustable chairs, desks and tables for use with VDTs.

- 15.03 A pregnant employee shall have the right to transfer to non-VDT work during the term of her pregnancy providing there is a staff vacancy at the time, and she is qualified to fill the position, and will continue to receive the regular rate of pay in her classification. If no alternate work exists for which the employee is suitable, she shall be given the option of maternity leave. During the term of such leave the Employer and the employee will continue to pay their normal premiums for all benefit plans. Accumulation of vacation credits shall continue during the period of leave.
- 15.04 Every reasonable effort shall be made to maintain proper ventilation and a proper temperature in the work place.
- 15.05 When the Employer conducts an official investigation following a workplace accident, a union representative on the joint Health and Safety committee shall be invited to attend.

## **ARTICLE XVI – MISCELLANEOUS**

- 16.01 Bulletin Boards: The main bulletin board and the bulletin boards in each of the departments where employees are represented by the Union may be used by the Union solely for the purpose of posting notices of Union business. Other matters may be posted by the Union upon mutual consent between the Union and the Employer.
- 16.02 An employee's byline or credit line shall not be used over the employee's protest. Substantive changes in material submitted shall be brought to the employee's attention before publication. If a question arises as to the accuracy of printed material, no correction or retraction of that material shall be printed until the Employer has made every reasonable effort to contact the employee concerned.

An employee whose work or person is mentioned in a letter to the editor shall be informed of such letter prior to publication of the letter.

No employee shall be required by the Employer to give custody of or disclose any knowledge, information, notes, records, documents, films, photographs or tapes or the sources thereof to any party other than the Employer. The Employer agrees that the foregoing shall not be released to any other party without discussing the matter with the employee, providing the employee is available.

The Employer assumes full responsibility for any decision to supply information or material to a third party, and will assume any legal fees and expenses resulting from this decision.

Employees will not be requested to write or edit copy paid for by advertisers as a part of their work. Any such work will be performed on a voluntary basis and paid for at freelance rates.

The editor will consider and respond to concerns raised on behalf of editorial employees by Union representatives relating to professional matters, such as content related to advertising or of a promotional nature.

16.03 Outside Activities:

Employees of the Employer shall be free to engage in any activities outside of working hours, provided such activities do not consist of service performed for publications in direct competition with the Employer, and provided further that without permission no employee shall exploit his connection with the Employer in the course of such activities; and provided that any outside activities do not impair due service to the Employer, or result in any conflict of interest with the Employer.

16.04 Transfers:

(a) An employee of the Employer shall not be transferred to another city, to another Osprey Media Publishing Inc. newspaper or to any other division of Osprey Media Publishing Inc. without his consent. If he accepts such a transfer, all transportation and other moving expenses will be paid by the Employer. If he declines, he shall not be penalized nor precluded from further transfer opportunities.

(b) No employee shall be transferred except for just cause to another position, job classification, district or territory in his department, or to a position, job classification, district or territory in another department, without the employee's consent, providing such consent is not unreasonably withheld. There shall be no reduction in salary or impairment of other benefits as a result of such job transfer. This provision does not apply to temporary transfers to cover vacations, leaves of absence, sickness or other such occasions.



16.05 Part-time and Temporary Employees

- (a) A part-time employee is one who is engaged to work regularly twenty-four (24) hours or less a week.
- (b) A temporary employee is one who is engaged for a special project or for a specified time, in either case not to exceed six (6) months. A temporary employee may also be used to replace an employee on maternity leave, parental leave, short term disability, long term disability, or any other approved leave of absence for the duration of the leave.
- (c) Part-time and temporary employees shall not be employed to displace or eliminate regular full-time employees.
- (d) Regular part-time employees are eligible for participation in extended health plan, and dental plan on the basis that the Employer-paid portion of the welfare plan listed will be two-thirds (2/3) the normal Employer-paid portion, with the balance to be paid by the employee in addition to the normal employee cost. Basic group life insurance shall be on the basis of their annual salary calculated on their regular hours of work. Sick pay shall be prorated, on the same basis as full-time employees. Vacation with pay shall be based on their regular earnings.
- (e) Part-time employees shall earn service credits on the basis of their length of service, except that for the purpose of advancement on the wage scales, experience shall be calculated on the basis of the number of hours worked in the classification.

16.06 Information:

- (a) The Employer shall supply the Union on request with a list containing the following information for all employees covered by the Agreement:
  - (i) Name, address, sex, date of birth, Social Insurance Number.
  - (ii) Date of Hiring
  - (iii) Classification and rating.

- (b) The Employer shall notify the Union monthly in writing of:
  - (i) Changes in classification and effective date.
  - (ii) Resignations, retirements, deaths and effective dates.
- (c) Within two (2) weeks after the hiring of a new employee, the Employer shall furnish the Union in writing with the data specified in (a) above for each such new employee.

16.07 On the basis of the rates of compensation established in this contract the Employer is the owner of all copyrights on all material produced by editorial employees during their employment with The Expositor and has the full right to reproduce, publish, translate, broadcast, distribute, archive, sell or license this material in any manner, form or medium that the Employer chooses, including electronic form and Internet. It is agreed that any employee producing content or material waives any and all rights, including moral rights, with regard to that content or material.

## **ARTICLE XVII - UNION SECURITY**

- 17.01 The Employer shall require, as a condition of employment, of every employee who was a Union member on October 5, 1961, or any employee who may thereafter become a member, that he shall maintain his membership in the Union during the life of this Agreement.
- 17.02 The Employer shall require, as a condition of employment, of every employee hired after October 5, 1961, that he shall become a Union member within 30 days of hiring and shall maintain his membership in the Union during the life of this Agreement.
- 17.03 All employees of the editorial department shall have Union dues deducted from their salaries and in accordance with a written schedule furnished the Employer by the Union in the month preceding the month for which deductions are to be made.

**ARTICLE XVIII - DURATION AND RENEWAL**

18.01 This Agreement shall be effective on July 14, 2010 and shall remain in effect until November 30, 2012.

18.02 Within ninety days prior to November 30, 2012, the Employer or the Union may, on written notice to the other party, initiate negotiations for a new Agreement. If, pursuant to such negotiations, an Agreement is not reached prior to the expiration date of this Agreement, this

Agreement shall continue in full force and effect until execution of a new Agreement or completion of conciliation proceedings as prescribed by law, whichever shall first occur.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed the hands of their officers, duly authorized in this regard, on the **16** day of **November 2010**, in the City of Brantford.

The Brantford Expositor,  
A Division of Osprey Media Publishing Inc.

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

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## **Side Letter #1**

The Employer's rate of contribution to the Southam Retirement Plan, or any other pension plan introduced in substitution therefore, in respect of Union members, will not be reduced below three percent (3%) of the contributing employees' straight time earnings during the term of the current Agreement.

The Employer agrees that, through their representation on the Employee Pension Committee, the employees will be consulted prior to any changes being made in the pension plan.

## **Side Letter #2**

The Employer will apply Section 8.04 of the current Agreement as follows:

1. An employee may request time off for less than a full day.
2. The department head will be permitted to grant time off for less than a full day.
3. Time will not be given off once an employee has commenced his regular shift, except at the employee's request.
4. The Employer will continue the policy of the early release of employees at the completion of the day's production on the shift immediately prior to Christmas Day and New Years Day. These periods shall not be included in the seven and one-half (7.5) hour accumulated period referred to in Section 8.04.
5. If any time is owed at the end of the year, the balance of time will be given within sixty days of the end of the year.
6. New employees with less than one (1) year's service will be given time off on the basis of two (2) hours for each three (3) month's service, with the total time off not to exceed seven and one-half (7.5) hours per year.

## **Side Letter #3**

This letter is being written to confirm certain understandings reached during the course of the negotiations between the parties for the renewal of the collective agreement. These understandings are as follows:

It is understood that the Employer Retirement Plan will not be compulsory for employees represented by the Union. The Employer will make every attempt to provide answers to any pertinent questions raised by a pension committee representing the three Unions.

The Union agrees that it is the Employer's right to require an employee to produce a doctor's certificate justifying his or her absence as a condition of receiving sick pay, on the understanding that the Employer would only exercise this right when it has first spoken to the Union committee representing the employee involved.

Confirmation and acceptance of these understandings is indicated by the endorsement of this letter by the Union.

#### **Side Letter #4**

The Employer agrees to continue the policy of discussing with the Union upon request, any matter affecting the relationship between the employees and the Employer.

#### **Side Letter #5**

If a member is granted a leave of absence for purposes of adopting a child there shall be no loss of vacation entitlement in that year or loss of benefits.

#### **Side Letter #6**

Re: Article XIII Expenses and Equipment - 13.02

The Employer will use the following chart in ascertaining reimbursement for authorized vehicle use.

	<u>Mileage Reimbursement Rate</u>
Effective January 1, 2009	39.0 cents per kilometre
Effective upon ratification	40.0 cents per kilometre

## **Side Letter #7**

### Re: Transfers into the Bargaining Unit

This will confirm our understanding in connection with the transfer of persons employed by the Employer into the bargaining unit to perform the work done by members of the bargaining unit.

If, before November 30, 2006, it is necessary to reduce staff pursuant to Section 6.06 of the Collective Agreement, no employee who as of November 13, 1995, has three (3) years or more of service with the Employer and is in the bargaining unit on that date, will be laid off as long as an employee who was transferred into the bargaining unit on or after November 13, 1995, regardless of length of service with the Employer, remains in the bargaining unit.

This is subject to the further understanding that no employee will be protected from layoff pursuant to this letter if the employee does not possess the qualifications, knowledge, training and ability to perform the work required by the Employer.

## **Side Letter #8**

### Re: Contracting out, transfers of work, transfers into the bargaining unit

Employees in the bargaining unit as of November 13, 1997 who are laid off as a direct result of:

- (a) the contracting out of work performed by these employees,
- (b) the transferring of work performed by these employees to another location outside the bargaining unit, or
- (c) the transfer of persons into the bargaining unit to perform the work done by these employees,

shall receive, in place of any other severance pay under the applicable collective agreement and the Employment Standards Act, enhanced severance pay in the amount of four (4) weeks regular salary for each completed year of service with the Employer up to a maximum of seventy-eight (78) weeks of regular salary.

## **Side Letter #9**

The Employer and the Union agree that sexual harassment is unacceptable behaviour. They also agree that any employee who believes some form of sexual harassment is taking place should follow the guidelines of the Employer's policy. The Employer, as per its policy, shall immediately launch an investigation into the allegations. Should the complainant or the defendant be a member of the bargaining unit and if the complainant so requests, the Employer will report in writing to the Union executive the findings of its investigation and disciplinary action, if any. The Union will treat the findings in the strictest confidence.

## **Side Letter #10**

### Re: Part-time Seniority

In the event of a layoff, the seniority for a bargaining unit part-time employee hired after June 18, 1998, shall be converted to full-time equivalent seniority by adding together all the straight-time hours worked by the part-time employee and dividing by seven and one-half (7.5) to determine the number of normal working shifts, which will determine the regular full-time equivalence of such part-time hours, assuming five (5) normal working shifts per week.

Having calculated the full-time equivalence, the employee shall be awarded, accordingly a new seniority date. (For example, a part-time employee who worked one (1) full shift each week for five (5) years would be awarded the equivalent of one (1) year of regular full-time seniority and his or her seniority date would be amended to reflect this full-time equivalence.)

Seniority for bargaining unit part-time employees on the payroll on June 18, 1998 shall continue to be based on total length of service with the Employer since last hired.

## **Side Letter #11**

### Re: Christmas season

During the course of negotiations with the Editorial department, the Union has raised concerns regarding scheduling of employees over the Christmas season. The Employer agrees that with due consideration to seniority it will

make every reasonable effort to staff the holiday so as to ensure junior employees get an opportunity to take statutory holidays at Christmas.

## **Side Letter #12**

### Re: Post Age 65 Benefits

Notwithstanding Article 6.04, Article 14 or any other Articles of this agreement, the parties agree that in the event that an employee continues to work past the age of sixty-five (65), the following will apply for the duration of this collective agreement.

The employee shall continue to be covered under the FlexMedia plan referred to in Article 14 under the terms of that plan, except he/she shall not be eligible for Long Term Disability coverage.

## **Side Letter #13**

### Re: STD Plan / Casual Absenteeism

If an employee is absent for more than four consecutive days and has not completed a Short Term Disability form in anticipation of an absence longer than ten working days, he or she will be required to provide a doctor's note for those days. For purposes of clarity, legitimate (see below) casual illness or absenteeism prior to eligibility for Short Term Disability under the Flex plan will be paid at regular straight time pay for the time absent from work. Those employees who are compensated by a variable compensation plan will have any STD payment based on the Benefit Base which is the prior calendar year's total earnings.

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

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

- 1) The employee has an excessive record of absenteeism; or
- 2) The employee exhibits a pattern of absences; or



- 3) The employer has reasonable grounds to suspect that the illness was not legitimate;

in which case the employee may be required by the Employer to provide a doctor's note.

### **Side Letter #14**

#### Re: Training

This letter will confirm our understanding during negotiations that the employer will meet with the bargaining unit editorial representative at least twice a year to discuss training and retraining associated with the implementation of new technology.

During the life of this agreement, the employer will offer mandatory training to all newsroom staff for multi-media content. This may include multi-media forms such as blogs, podcasts and videography; and skills such as writing or copy editing for the Web and posting content to the Web.

The employer will supply, in as timely a manner as possible, in-house training in photography for any reporter who wishes it, and writing or copy editing for any photographer who wishes it.

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

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

### **Side Letter #15**

#### Re: Retiree Benefits

Notwithstanding anything in the collective agreement, the parties agree to the following.

All current plans pertaining to retiree life insurance and retiree medical coverage will be discontinued August 1, 2012. Current retirees will not be affected.

Any current bargaining unit employee who wishes to retire on or before August 1, 2012, must so declare within this period.

Current bargaining unit employees who choose not to retire shall have \$700.00 deposited on an annual basis into their FlexMedia health spending accounts, beginning with the implementation of FlexMedia (October 31, 2010). It is understood that a current employee may choose to retire or receive the \$700.00 annual credit, but not both. For purposes of clarity, the \$700 annual credit would not be paid for the year in which the employee decides to retire.

New bargaining unit employees hired after the date of ratification shall not be eligible for the \$700.00 annual credit.