

# COLLECTIVE AGREEMENT

Between

UNIFOR,  
LOCAL 87-M

AND

THE GUELPH MERCURY  
A division of METROLAND MEDIA GROUP  
Ltd.

MAY 24, 2014 TO MAY 23, 2017

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PREAMBLE

THIS AGREEMENT was made and entered into this the day of June 25, 2014 by and between the GUELPH MERCURY (a division of Metroland Media Group Ltd., a subsidiary of Torstar Inc.) through its authorized representatives, herein referred to as the "Company" and UNIFOR, Local 87-M, by its officers or by a Committee duly authorized to act on its behalf, hereinafter referred to as the "Union"

THE PURPOSE of this agreement is to establish satisfactory relations between the Employer and the Union; the mutual agreement of a mechanism for the prompt and amicable settlement of grievances; to establish mutually agreed conditions of work, hours of work, wages and benefits for employees who are subject to the provisions of this agreement.

ARTICLE 1 - RECOGNITION

- 1.01 1. The Employer recognizes UNIFOR, Local 87-M, as the exclusive bargaining agent for all employees covered by this agreement and hereby consents and agrees to negotiate with UNIFOR, Local 87-M, or any committee thereof, in any and all matters relating to terms and conditions of employment.
- 2. This Agreement covers all employees of The Guelph Mercury, a division of Metroland Media Group Ltd., employed in the editorial department of the Guelph Mercury, in the City of Guelph and the County of Wellington, save and except Managing Editor, City Editor, News Editor, Night Editor, and persons exercising managerial functions or employed in a confidential capacity in matters relating to labour relations within the meaning of section 1 (3) (b) of the Act.
- 1.02 In the event the Employer creates a new position the parties shall discuss the issue of inclusion or exclusion from the bargaining unit. If the parties cannot agree as to the issues of inclusion or exclusion from the bargaining unit, the issues will be referred to the Ontario Labour Relations Board for "determination of employee status".

ARTICLE 2 - RELATIONSHIP AND UNION REPRESENTATION

- 2.01 All employees who were members in good standing of the Union on or since April 10, 1992 shall as a condition of continuing employment remain members in good standing of the union. All future employees shall, as a condition of continuing employment, become and remain members in good standing of the Union within twenty (20) days of commencing employment. The Union agrees that it will accept and retain in membership any employee subject to its constitution and by-laws.
- 2.02 The Employer shall deduct from the earnings of each employee in the bargaining unit any dues or assessments, as specified by the Union. Deductions shall be made from each pay and remitted to the Union by the fourteenth (14th) day of the following month. When remitting dues and assessments, the Employer shall include the names of the employees from whose pay deductions have been made and the amount of the deduction.
- 2.03 The Employer shall within thirty (30) days of the ratification of this Agreement, supply the Union with a list containing the following information for all employees covered by this Agreement and any subsequent additions, deletions, as they occur.
  - 1. Name and Address
  - 2. Date of Hiring
  - 3. Classification
  - 4. Salary
  - 5. Experience Rating and Experience Anniversary Date.
- 2.04 The Employer shall notify the Union monthly in writing of:

1. Changes in any employee's rate of pay, and effective date.
  2. Changes in classification, and effective date.
  3. Resignations, retirements, deaths, leaves of absences, and other revisions in the data listed in Section 02.03.
- 2.05 The Employer shall advise new employees that a collective agreement is in effect and of the conditions of employment with regards to Union membership and deduction of Union dues.
- 2.06 The Employer shall not interfere with or attempt to interfere with the operation of the Union. The parties shall not interfere with, discriminate against, threaten, intimidate, restrain, or coerce any employee because of the employee's membership or activity in the Union.
- 2.07 The Union shall designate up to three (3) Stewards, including the Unit Chair, for the purpose of handling grievances as set out in this Agreement. The Stewards and the Unit Chair have their regular duties to attend to and shall request the approval of their immediate supervisor to attend to grievance meetings, which shall not be unreasonably denied. Under usual circumstances, only one designate will attend grievance meetings. The Stewards shall not suffer any loss of pay for attendance at these meetings.
- 2.08 No employee shall be recognized as a Steward until after the Union has provided written notice of the names of the Stewards to the Employer.
- 2.09 The Employer agrees to provide one (1) bulletin board in each editorial department (including bureaus) for the exclusive use of the Union in posting official Union Business. All postings shall be initiated by a member of the Unit Executive.

### ARTICLE 3 - GRIEVANCE AND ARBITRATION PROCEDURE

- 3.01
1. Should differences or complaints as to the interpretation, application, administration or alleged violation of this Agreement arise between the Employer, the Union or any employee covered by this agreement, it is agreed that both parties shall make an earnest effort to settle such difference without undue delay
  2. Non-disciplinary individual and group grievances shall be initiated at Step 1 of the grievance procedure, except by mutual agreement between the parties.
  3. Disciplinary and policy grievances shall be initiated at Step 2 of the grievance procedure.
  4. Step 1  
  
An employee, and/or a Union Steward on his/her behalf, who has a complaint or grievance shall first discuss the complaint with the appropriate immediate supervisor. The supervisor shall respond within seven (7) calendar days.
  5. Step 2  
  
Within fifteen (15) calendar days after the aggrieved party learns of the circumstances giving rise to the complaint or grievance concerning the interpretation, application, administration or alleged violation of this Agreement and upon notification of either party, a meeting shall be held within five (5) days between the parties in an attempt to resolve the matter. The grievance shall be in writing and shall include the general nature of the grievance and the remedy sought. The decision of the other party receiving the grievance shall be delivered within fifteen (15) days thereafter.

6. All final decisions arrived at between the grievor, the Union Representative, and the Employer and/or the Employer's representative shall be final and binding on the Employer, the employee, and the Union.
7. Step 3
 

Failing settlement of any difference between the parties arising from the application, interpretation, or alleged violation of the Agreement, such difference may be taken to Arbitration as provided for in this Agreement. If no written request for arbitration is received within thirty (30) days after the other party's decision is given, the grievance shall be deemed to have been dropped.
- 3.02
  1. Where any difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to an arbitration board.
  2. The recipient of the notice shall within fifteen (15) days inform the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be the Chairperson.
  3. If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon request of either party.
  4. The arbitration board shall hear and determine the difference or allegation, and shall issue a decision, and the decision is final and binding upon the parties and upon any employee or employer affected by it.
  5. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson governs.
- 3.03
  1. Notwithstanding the above provision of this Agreement, either party to this agreement may request the Minister of Labour to refer to a single Arbitrator, to be appointed by the Minister, any difference between the parties to the collective agreement arising from the interpretation, application, administration, or alleged violation of the agreement, including any question as to whether a matter is arbitrable.
  2. The single arbitrator or arbitration board shall not have the power to alter or change any of the provisions of this agreement, nor to give any decision inconsistent with the terms or provisions of this agreement.
- 3.04 Each of the parties to this agreement shall pay the cost of the Arbitrator appointed by it, and the parties shall each pay one-half the cost, if any, of the Chairperson.
- 3.05 No matter will be submitted to arbitration unless the parties have attempted to arrive at a settlement by the means provided in the grievance procedure in this agreement.
- 3.06 Time limits set out in this Article shall exclude Saturdays, Sundays and Paid Holidays and may be extended by mutual agreement of the parties in writing.

#### ARTICLE 4 - DISCIPLINE AND DISCHARGE

- 4.01 No employee shall be disciplined or discharged except for just and sufficient cause.
- Probationary employees may be terminated at the reasonable discretion of the Employer provided that its discretion is not exercised in bad faith.
- 4.02 Employees shall have the right to have a steward present at any disciplinary meeting in which the employee is to be given written warnings, or notice of suspension, or discharge. The Employer shall advise the Employee of the right of having a steward present as well as the subject matter relating to the written warning, suspension, or discharge prior to the meeting.
- 4.03 An employee shall receive reasons for discharge or discipline, in writing, with a copy to the Union.
- 4.04
1. An employee shall have access to the contents of the employee's personnel file once annually, or in the event of discipline or discharge.
  2. An employee shall receive a copy of any document at the time it is placed in the employee's personnel file.
  3. An employee shall be allowed to place in such a file a response to anything contained therein.
  4. When an employee is suspended or discharged, the employee or the Union (with the written consent of the individual concerned) may, upon request, read and be provided with copies of any relevant material in the employee's personnel file.
- 4.05 Any disciplinary material in an employee's file shall be removed two (2) years after the date of issue, provided that there has been no similar disciplinary notice in the file during that period.
- 4.06 In the event of discharge of a regular employee the Union may opt to proceed directly to Step 2 of the Grievance Procedure.
- 4.07 New employees shall be considered probationary employees for the first ninety (90) days worked for the Employer. Upon completion of the probationary period, the employee's seniority shall be retroactive to the first date of hire.
- 4.08 Subject to Article 4.01, termination of employment of a probationary employee shall not be the subject of the Grievance Procedure as outlined in this Agreement. The Employer will advise the Union, in writing, of the termination.

#### ARTICLE 5 - PROMOTIONS, TRANSFERS, TRAINING, AND SENIORITY

- 5.01
1. If a vacancy occurs in the Bargaining Unit, the Employer shall post such vacancy for six (6) publishing day's if/when the vacancy is to be filled. The job posting shall contain the qualifications required for the job.
  2. A Job Vacancy in the Bargaining Unit shall be defined as resulting from death, retirement, resignation, discharge, permanent promotion, permanent demotion, and permanent award to a job posting, newly created jobs, or recreated jobs.
- 5.02 The Employer shall interview all employee applicants it considers to have the skill, ability, and basic qualifications to learn and perform the posted job.

- 5.03 1. The successful applicant shall be selected for the vacancy by the Employer on the basis of qualifications, skill, and ability. If the Employer deems that successful employee applicants are equal in qualifications, skill and ability, the employee applicant with the greater seniority will be selected for the job.
2. Unsuccessful employee applicants shall be advised of the reasons that they were not granted the position.
- 5.04 1. The Employer shall provide a trial period for the successful employee candidate for up to ninety (90) calendar days. The trial period may be extended or waived, by mutual agreement between the Employer and the Union.
2. During such trial period the employee may elect to return to the classification from which he/she advanced, without penalty or prejudice.
- At the end of such trial period the employee shall be confirmed in the classification to which he/she advanced, unless he/she has been found unsuitable. If not so confirmed, he/she be returned to the classification from which he/she advanced, without penalty or prejudice. For employees who are confirmed, the trial period shall be included for all purposes in determining length of service in his/her new classification.
- 5.05 During the trial period, the Employer shall provide on-the-job training for the employee and sufficient assistance to the employee to allow the employee to learn the job.
- 5.06 Relocation of an employee's residence shall not be a condition of promotion or transfer.
- 5.07 1. There shall be no transfers to a location more than fifty (50) kilometers from the Guelph Mercury office without the consent of the employee. If the Employer requests the transfer there shall be no reduction in salary for anyone agreeing to transfer.
2. The Employer will endeavor to give adequate notice in beat changes in instances other than emergencies.
- 5.08 1. The Employer shall encourage the improvement of employee job skills and the acquisition of new skills. It will assist employees it considers qualified for other positions to be trained on the job, as appropriate and practical.
2. If prior approval has been granted by the Employer, employees may be eligible for off site, company paid, work related training either during or outside of working hours.
- 5.09 1. Seniority shall be the length of continuous service with the Guelph Mercury. The Employer shall post a seniority list of bargaining unit employees on the bulletin board one month after the ratification of this Agreement and prior to January 31 of each year thereafter. In both instances, copies will be provided to the Union.
2. Except as provided for in Article 11.04, seniority will be frozen during a layoff or leave of absence without pay in excess of thirty (30) days. If the employee returns to regular employment, seniority will be restored to the frozen level.
3. An employee shall lose seniority in the event that:
1. The employee voluntarily quits.
  2. The employee is discharged for just cause, and is not reinstated by an Arbitrator.
  3. The employee fails to report for work within ten (10) days after notification by the employer of recall to work following layoff. If an employee fails to return to work

for reasons of sickness or accident, the employee must provide a medical certificate from a qualified physician prior to reinstatement.

4. The employee has been laid off for twelve (12) consecutive months.
5. The employee has been absent without explanation satisfactory to the Employer for three (3) calendar days.
6. Fails to report for work after the end of an authorized leave of absence without providing an explanation satisfactory to the Employer.

5.10 An employee temporarily required to work the duties of a higher classification shall receive the rate of the higher classification that is next higher in dollars to the rate the employee currently receives.

#### ARTICLE 6 - SECURITY

6.01 The Employer and the union agree that no employee will be discriminated against because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap as prescribed by the Ontario Human Rights Code. It is recognized that employees have freedoms as contained in the Canadian Charter of Rights and Freedoms.

- 6.02
1. Termination notice shall be in accordance with the Employment Standards Act of Ontario, and shall be in writing to the employee with a copy to the Union, and shall give the reason for termination.
  2. If the Employer terminates an employee without notice, the Employer will provide pay in lieu of notice according to the Ontario Employment Standards Act.
  3. When it is determined by the Employer that a reduction in the work force is necessary, not less than four (4) weeks notice shall be given to the Union and the employees affected.

- 6.03
1. At the request of either party, the Employer and the Union shall meet during the notice period to discuss possible alternatives to the layoff.
  2. The Employer will accept voluntary lay-offs from other employees in the classification(s) involved in lieu of those identified to be laid off provided those remaining are qualified which may include skill, ability, knowledge, training and experience and are able to perform the work required. The number of layoffs will be reduced by the number of voluntary resignations from the classification.
  3. Whenever 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 seniority provided those remaining are qualified to perform the work required.

Employee(s) affected may choose, in order of seniority, within seven (7) working days, to bump employees with the lowest seniority. Employees who choose to bump may bump either those with the lowest seniority in the same Group or those with the lowest seniority in a lower Group, provided they have the qualifications, skill, ability, knowledge and experience to perform the work required.

Employees who then receive a notice of layoff will have one (1) week to indicate their intention to bump.



The employee will receive the appropriate salary scale in the classification into which he/she bumps.

Seniority shall be defined as total length of continuous service since last date of hire.

4. Employees will be recalled to work in the reverse order from that in which they have been laid off, provided they are qualified for the work required and provided, however, that such recall takes place within one (1) year from the date of layoff. Upon being so recalled, an employee shall within seven (7) days notify the Employer in writing of the employee's intention to return to work and within an additional seven (7) days report for work. The Employer agrees to advise the employee of such recall in writing with a copy of the notice to the Union.
5. It will be the responsibility of the employee to provide the Employer with an up-to-date notice of home address and telephone number.
6. 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 temporary nature, (three (3) months or less) or part time without affecting their recall rights.

#### 6.04 TECHNOLOGICAL CHANGE

If an employee is laid off as a direct result of the introduction of major innovative change in equipment or technology used by it in its operations, and such layoff will occur within 6 months of the change, the Employer shall give the employee at least three (3) 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.

#### ARTICLE 7 - SEVERANCE PAY

- 7.01 An employee who has completed his/her probationary period and who is terminated as a result of a staff reduction shall receive severance pay in the amount of one (1) week's pay for each six (6) months of service or major fraction thereof, with a maximum of fifty-two (52) week's pay.

#### ARTICLE 8 - HOURS OF WORK AND OVERTIME

- 8.01 The workweek for all full-time employees shall be thirty-seven and one-half (37-1/2) hours per week.
- 8.02
1. The working shift shall be seven and one-half (7-1/2) hours, exclusive of an unpaid meal period of at least 30 minutes and not more than one hour falling within eight and one-half (8-1/2) hours. There shall be one (1) paid fifteen (15) minute break in each half of the working shift.
  2. An employee shall not be required to begin one regularly scheduled shift sooner than nine (9) hours following the end of another regularly scheduled shift.
- 8.03 The Employer shall compensate for all overtime work at the rate of time and one-half in cash or the equivalent of time and one-half off work, at the option of the employee, which shall be exercised within sixty (60) days after the date upon which the work is performed except that all work in excess of forty-one and one-half (41.5) hours in a week shall be compensated for in cash.

Authorization for time off work will not be unreasonably withheld. Vacation requests shall take precedence over requests for banked time off.

Overtime shall be defined as work authorized and required beyond the normal standard work day or the standard work week.

Employees required and authorized to work on scheduled days off shall be paid at the overtime rate for every hour worked with a minimum of three (3) hours pay at the overtime rate.

- 8.04 The Employer will make an effort to share overtime among employees it deems eligible to perform the work.
- 8.05 The hours of work shall be posted not later than one week in advance of the week in which they apply. Changes may be made by the Employer to cover emergency situations or circumstances beyond the control of the Employer. Employees shall be given notice of such changes in shift as soon as practical.
- 8.06 An employee scheduled to work between 6:00 p.m. and 7:00 a.m. will receive \$1.41 per hour more than the hourly rate for the hours worked between the hours of 6:00 p.m. and 7:00 a.m. This shift premium will be adjusted by the applicable General Wage Increases as described in Article 17.
- 8.07 No employee shall be required to work a split shift unless he or she consents otherwise.
- 8.08 Except for employees whose regular shift extends beyond 6 p.m., the Employer shall attempt not to schedule an Employee to work past 6 p.m. on the day before a day off. Where an employee has booked vacation time of a week or more, the Employer will make an effort to schedule that employee's weekly days off immediately prior to that vacation.
- 8.09 The Employer shall not unreasonably deny a request from two (2) employees performing similar duties to trade shifts.
- 8.10 Interns hired for the summer months will be used to fill in for long weekend duty provided they are qualified to do so.

#### ARTICLE 9 - PAID HOLIDAYS

- 9.01 Employees are entitled to the following holidays with a day's pay: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, or days celebrated as such; or any additional holidays provided for under the Employment Standards Act of Ontario or proclaimed by the Government of Ontario.

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

- 9.02 An employee whose day off falls on a paid holiday shall receive an additional day off with a day's pay within fifteen (15) days if practical, or, if not practical, at a time mutually agreed to by the employee and the Employer.
- 9.03 An employee required to work on a paid holiday shall be paid a holiday premium of one and one-half (1.5) times the employee's regular hourly rate, and shall be given another day off with pay at a time mutually agreed to by the employee and the immediate supervisor in accordance with the Ontario Employment Standards Act.
- 9.04 Hours paid for scheduled time not worked on a holiday shall count as hours worked in the calculation of overtime.
- 9.05 Employees required to work on Christmas Day will be paid twice their straight time rate of pay, for a full shift as a minimum, in addition to their regular weekly salary.

Effective date of ratification, employees shall be entitled to two (2) floating holidays with full pay. A floating holiday may be taken at any time during the calendar year; however, it must be agreed upon by the employee and the Employer at least two (2) weeks in advance.

Should an additional statutory holiday be proclaimed by either Provincial or Federal Law in the future, the number of floating holidays will be reduced by one (1) and the newly declared paid holiday will be added to the list in Article 9.01.

#### ARTICLE 10 - VACATIONS

10.01 Employees who will have completed specified periods of continuous employment by June 30 of each year shall receive an annual vacation with pay on the following basis:

Effective January 1, 2003

After one year – 3 weeks

After 8 years – 4 weeks

After sixteen years – 5 weeks

After twenty-five years – 6 weeks

Employees in their first year of employment will receive vacation with pay for that year at the rate of 1 ¼ days for each month's service to a maximum of fifteen (15) days.

10.02 Vacation schedules shall be approved by the Employer. Vacations in each classification shall be arranged according to length of continuous employment. No employee shall be allowed more than two consecutive weeks of vacation between June 15 and September 15 of any year unless all employees in the classification have had the opportunity to arrange two consecutive weeks of vacation in that period. Employees who fail to select vacation dates before April 1 may lose the privilege of selection to which their length of continuous employment entitles them. Granting of vacations shall be confirmed in writing.

10.03 Should a paid holiday fall within an employee's vacation period, the employee shall receive an additional day of vacation with pay for each such holiday, to be added to his/her vacation period or to be taken at a time mutually agreed to by the employee and the Employer.

10.04 All vacations shall be taken within the vacation year.

10.05 Upon termination of employment an employee (or his estate in case of death) shall be paid for any vacation accrued.

10.06 Effective on ratification, if an employee's scheduled vacation falls within a period during which the employee is primarily assigned (5 days per week) to work outside of the day shift (7:00 a.m. to 6:00 p.m.), the employee shall be paid his/her normal shift differential while on vacation.

#### ARTICLE 11 - LEAVES OF ABSENCE

11.01 1. Leaves of absence without pay may be granted by the Employer for good and sufficient cause. An employee requesting a leave of absence without pay shall state the reason, timing, and duration of the proposed absence.

2. All conditions of the Leave and return to work must be in writing and agreed by the employee and the Employer before the leave commences.

11.02 1. Leaves of absence without pay shall be granted to not more than two employees at any one time upon three (3) week's written notice that an employee has been elected as a delegate to

conventions or conferences of UNIFOR, Ontario Federation of Labour, Canadian Labour Congress, or local Labour Council.

2. Leaves of absence without pay and without loss of benefits and seniority shall be granted to a maximum of two (2) employees who are members of the Union's negotiating committee for any days spent negotiating with the Employer for a renewal collective agreement.
3. Leaves of absence without pay, and without loss of benefits and seniority shall be granted to employees who are members of the union's negotiating committee for one (1) day for pre-negotiations meetings. Such leaves will be granted provided that, in the opinion of the Employer, they do not interfere with the operational requirements of the business.

11.03 Maternity leave and Parental Leave shall be granted by the Employer in compliance with the requirements of the Ontario Employment Standards Act and the Federal Employment Insurance Act and Regulations.

The Employer shall grant two paid days of parental leave following the birth of a child or the placement of a child in the home for adoption, provided the employee is not eligible for maternity leave benefits.

This clause applies equally to natural or adoptive parents.

11.04 The Employer may grant leaves of absence with pay upon request to employees who must attend to family emergencies or sick or injured members of their immediate family.

11.05 1. For the purposes of attending the funeral all regular employees having a death in the immediate family will be compensated by the Employer up to a maximum of three (3) days absence with pay up to and including the day of the funeral, if such days fall within the employee's regular work week and will be paid straight time rates. The immediate family shall be deemed to be the employee's spouse (including common-law and same-sex relationships shall be recognized for the purposes of this clause), children, step-children, father, step-father, mother, step-mother, brother, step-brother, sister, step-sister father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren.

2. An employee who acts as a pallbearer will be paid for the day of the funeral, if it falls within the employee's workweek.

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

11.06 An employee called for service by any legal court shall receive the difference between court rate and the amount of straight time earnings lost by reason of such service. To qualify, an employee must produce proof that their absence was in response to a summons for jury duty or service as a juror and they must make themselves available for work whenever excluded from such duty for one half day or more. This Article shall not apply to proceedings between the parties to this Agreement.

11.07 An employee who leaves to enter any kind of military service in time of war or peace-keeping operations under the United Nations in which Canada is engaged, or under enforced military service, shall, if qualified on release from such service, resume the former position, or a comparable one, with a salary not less than that prevailing on return for the employee's rating on leaving.

11.08 The Employer will grant an employee a leave of absence without pay or benefits to work in an official full-time capacity for the Union, the Canadian Labour Congress or the Ontario Federation of Labour.

During this time period, the employee will continue to accrue bargaining unit seniority. The annual general wage increase will apply, however, the employees' rate will not progress through the salary grid and will remain frozen at the level attained at the time of departure. Pension plan shall only accrue if the Employer's contributions are paid by the labour organization.

The employee must give the Employer one (1) month written notice of such a leave, or of an election that may lead to the need for such a leave and, if operational concerns require it, up to two (2) weeks more notice after the election. No more than one (1) employee may be absent on this leave at any one time.

#### ARTICLE 12 - HEALTH AND SAFETY

- 12.01 The Employer and the Union agree that a safe and healthy work environment is necessary to ensure the well-being and safety of the employees. The Employer agrees to furnish a clean, healthful, sufficiently ventilated, properly heated and lighted space for the performance of all work in the plant. The Union will encourage employees to employ safe work habits.
- 12.02 The Employer will maintain the Mercury Joint Health and Safety Committee established under the Ontario Health and Safety Act and Regulations for Industrial Establishments. The Employer and the Union will respect and obey the regulations contained therein. The Committee Members representing employees covered by the Bargaining Unit shall be selected by the Union.
- 12.03 The Employer agrees to provide computer glare screens when requested. Employees requiring glasses for computer use will be reimbursed to a maximum of \$100 every two (2) calendar years.
- 12.04 The Employer agrees that Employees, whose primary function is to work at a computer terminal, shall be entitled to perform tasks away from the computer terminal for a period of five (5) minutes every hour.
- 12.05 The Employer shall maintain adequate lighting in the Mercury parking lot for the safety of Employees.

#### ARTICLE 13 - EDITORIAL INTEGRITY

- 13.01 Except for columns and opinion pieces, the Employer shall not use bylines over an employee's protest.
- 13.02 Prior to publishing a clarification, correction or apology, a reasonable effort will be made by the Employer to discuss the matter with the Employee whose work is under dispute.

When the work of an employee becomes the subject of a letter to the editor, whenever possible, the employee shall be given a copy of such opinion, prior to publication allowing them the right to discuss the letter. The Employer retains the final decision as to when and whether the opinion is published.

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

The Employer shall meet all expenses of any legal proceeding that arises from the good faith performance of the employee's duties or from publication of materials produced by the employee for the Mercury. In addition the Employer would insure employees engaged in such legal proceedings would see their wages and benefits maintained during that process.

13.04 The Employer will continue to hold monthly meetings with editorial staff to discuss issues of editorial integrity and other matters involving the news operation at the Mercury.

13.05 On the basis of the rates of compensation established in this Agreement, the Employer has the full right to use and/or reuse, in any manner, form or medium that the Employer chooses, all material produced for the Mercury by the employees during their employment with the Mercury.

#### ARTICLE 14 - MISCELLANEOUS

14.01 An Employee shall be free to engage in any activities outside of working hours provided such activities are not in competition with the Employer, do not result in any conflict of interest and do not exploit the employee's connection with the Employer.

14.02 Employees must not prepare material for political parties or political candidates where it would create a conflict of interest with their duties

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

14.04 The Guelph Mercury has an internship program and can hire interns to terms up to one (1) year in length. Interns shall become members of the Union as a condition of employment and be members of the editorial bargaining unit, subject to all contract provisions.

In order to qualify for the internship program the candidate must be:

- (a) a recent journalism school graduate or possess relevant postsecondary education in the field of journalism or experience in the field of journalism as a student
- (b) and have held no permanent position as a journalist, unless mutually agreed by the Union and the Company.

At no time shall the number of one (1) year interns exceed one (1), unless mutually agreed between the Union and the Employer.

Where possible the intern will be included in weekend shifts provided they are qualified to do the work.

The Company agrees that in the event of the reduction in staff becoming necessary, the intern(s) will be the first to be laid off.

#### ARTICLE 15 - EXPENSES AND EQUIPMENT

15.01 (a) All legitimate expenses incurred by the employee in the service of the Mercury will be reimbursed provided, where possible, the employee received prior authorization for such expense, and submits an expense report monthly, with receipts.

(b) Employees shall be compensated for the use of an automobile authorized by the Employer at a rate of 46 cents per kilometer. .

15.02 Employees regularly required to use their automobile on company business will be reimbursed for the difference between the employee's personal and business insurance to a maximum of \$250.00 per year. The employee will furnish proof of insurance to the Employer on request.

15.03 The Employer will reimburse the employee for fifty percent (50%) of the deductible portion of insurance coverage to a maximum of \$250.00 per incident, for physical damages to an employee's

automobile while driving on assigned company business. The employee will furnish the Employer with an accident report on the prescribed form.

ARTICLE 16 - SICK LEAVE

16.01

- (a) Full-time employees covered by the collective agreement will be eligible for short-term disability after three months of continuous service.
- (b) The following outlines the provision of the short-term disability plan.
  - i) Employees in their first year of employment will receive short-term disability in the amount of 100% of regular pay for the first 13 weeks of disability and 65% pay for up to 13 additional weeks, for a maximum of 26 weeks per disability.
  - ii) Following the first year of employment, short-term disability will be paid as 100% of regular pay for a maximum of 26 weeks per disability.
  - iii) In the event of extended illness beyond 3 days, the Employer may on a case-by-case basis or where reasonable grounds exist, request medical evidence to support the absence.
  - iv) Successive illnesses/disabilities due to the same condition will be treated as a continuation of the original absence if the successive absence occurs within a 90-day period of the employee's return to work date.
  - v) Time off for illness will not affect an employee's entitlement to overtime or vacation credits during the period covered by disability benefits.

ARTICLE 17 - WAGES AND BENEFITS

The following are minimum salaries.

Effective May 24, 2014 the minimum weekly salaries shall be increased by 1.5%. Effective May 18, 2015 and May 23, 2016 the minimum weekly salaries shall be increased by the Ontario annual average percentage change in CPI as calculated by Statistics Canada (June to May), but the minimum increase shall be no less than one per cent (1%) and the maximum shall be no more than three per cent (3%).

	<b>Effective</b>	<b>May 24 / 14</b>
		<b>1.50%</b>
Per hour rate		<hr/>
<b>Shift Differential</b>		<b>\$ 1.41</b> <hr/>

**Group A: Editorial Page Editor, Sports Editor, Lifestyles Editor**

Start Rate	\$ 923.67
After 1 Year	\$ 975.00
After 2 Year	\$ 1,026.29

**Group B: Copy Editor**

Start Rate	\$ 889.29
After 1 Year	\$ 938.70
After 2 Year	\$ 988.08

**Group C: Reporter/Photographer and Photographer**

Start Rate	\$ 572.82
After 1 Year	\$ 649.19
After 2 Year	\$ 725.55

After 3 Year	\$ 801.90
After 4 Year	\$ 878.30
After 5 Year	\$ 954.68

**Group D: Editorial Graphics Technician**

Start Rate	\$ 710.29
After 1 Year	\$ 763.56
After 2 Year	\$ 825.69
After 3 Year	\$ 887.87

**Group E: Editorial Assistant**

Start Rate	\$ 617.51
After 1 Year	\$ 659.60
After 2 Year	\$ 701.69

**Group F: Typist**

Start Rate	\$ 11.17
After 1 Year	\$ 11.34
After 2 Year	\$ 11.93

17.02 If new positions are created during the life of the agreement, the parties are to negotiate the appropriate rate of pay. Disputes are to be settled pursuant to the arbitration provisions of the collective agreement, if no agreement is reached within 30 days.

(see letter of understanding #7)

17.03 MEDICAL, DRUG, DENTAL & LIFE INSURANCE

1. The Employer agrees to continue the current benefit plan for hospitalization, medical and life insurance, and drug and dental benefits for the life of this agreement. The current cost sharing on premiums shall also continue for the life of this agreement.

The Company reserves the right to select and change the insurance company/carrier responsible for the benefits outlined in this collective agreement provided comparable benefits are continued.

The Company will implement a Drug Card the first month following ratification with a \$2.00 per prescription fee and dispensing fee maximum of \$8.00.

2. In all cases, employees are to receive the greater of their actual salary or their salary as a result of placement on the appropriate salary grid for the appropriate time.

3. The vision care plan for each employee and their dependents is \$275.00 in a 24-month period.

Payment for all professional services will be \$25.00 per visit.

4. All new employees hired on or after May 11, 2012 will be part of the Metroland Benefit Plan according to the terms and cost sharing formulas of those plans.

5. Effective January 1, 2009 the Company will introduce Metroland's Group RRSP/DPSP Program. The DB Plan will be closed to new members and there will be no further contributions to the plan following December 31, 2008.



6. Effective September 1, 2008 the company will provide to all full time eligible employees on the active payroll with the option to join the Metroland Long-Term Disability Plan. Enrolment in the Plan is voluntary and employees are responsible for 100% of the premium cost.

#### ARTICLE 18 - DURATION AND RENEWAL

- 18.01 This Agreement shall be in full force and effect from May 24, 2014 to May 23, 2017 and from year to year thereafter unless either party gives notice in writing to the other party of their intention to commence bargaining for a new Collective Agreement not more than ninety (90) days and not less than thirty (30) days prior to the date of expiration.
- 18.02 This Collective Agreement shall remain in full force and effect until the signing of a new Collective Agreement or completion of conciliation proceedings as prescribed by law, whichever comes first.

#### ARTICLE 19 - NO STRIKE, NO LOCK-OUT

- 19.01 The Union agrees that during the term of this Agreement, there will be no strike, slow-down or other stoppage of work. The Employer agrees that there will be no lockout of employees during the term of this Agreement.

#### ARTICLE 20 - MANAGEMENT'S RIGHTS

- 20.01 The right to hire, assign duties, retire, promote, classify, reclassify, layoff, recall, demote, transfer, discharge, suspend or otherwise discipline for just cause employees who have completed their probationary period, to maintain order, discipline and efficiency, to determine complement and the number of employees required from time to time, to schedule working hours, to extend, curtail or cease operations, and to establish and enforce rules and regulations governing the conduct of the employees, is the exclusive function and responsibility of the Employer, subject to the terms and conditions of this agreement. All matters concerning the operations of the Employer not specifically dealt with herein shall be reserved to the Employer and be its exclusive responsibility.

#### ARTICLE 21 - PART-TIME EMPLOYEES

- 21.01 Part-time shall be defined as an employee who regularly works twenty-four (24) hours a week or less.
- 21.02 Part-time employees are covered by all provisions of this Agreement except Articles 4.07, 7.01, 8.01, 8.02, 8.03, 8.04, 8.05, 10.01, 10.03, 11.07, and 17.04.
- 21.03 The probationary period for part-time employees shall be 450 hours.
- 21.04 In no case shall any part-time shift be less than three (3) hours. Employees called into work shall be guaranteed three (3) hours pay.
- 21.05 A part-time employee may work as a full-time employee temporarily to cover a vacation or absence under this Agreement without affecting his/her part-time status.
- 21.06 Part-time employees shall receive overtime only after working 7.5 hours in a day or 37.5 hours in a week.
- 21.07 Part-time employees who work in a classification for which a weekly salary is set forth in this Agreement shall be paid on an hourly basis equivalent to the weekly minimum salary provided for their classification and experience.
- 21.08 A part-time employee shall advance on the salary grid according to actual hours worked.

21.09 Statutory holiday pay for part-time employees shall be made according to the Employment Standards Act.

21.10 In addition to regular wages, part-time employees shall be paid 4% of their regular wages in lieu of annual vacation. This amount shall be included on an employee's weekly pay cheque, but after a year of continuous employment, it shall be paid in a lump sum in the first two weeks in July. This amount shall increase to 6% when a part-time employee accumulates enough service to qualify for three weeks vacation. Part-time employees shall also be entitled to take annual vacation without pay.

DATED AT GUELPH, ONTARIO THIS \_\_\_\_\_ day of \_\_\_\_\_ 2014.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Letter of Agreement Number 1

Between:                   The Guelph Mercury, a division of Metroland Media Group Ltd

And:                        UNIFOR, Local 87-M

RE:                         Vacation Carry Over

The parties to this Agreement agree as follows:

The purpose of the letter is not to replace Article 10.04.

In the event an Employee requests to carry over up to two (2) weeks vacation from one calendar year to the next, the Employer shall not unreasonably deny such requests, provided such time is taken by April 1<sup>st</sup> of the following vacation year.

Dated at Guelph this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

FOR THE UNION:

FOR THE MERCURY:

\_\_\_\_\_  
Gary Ellis, Unifor National Rep

\_\_\_\_\_  
Jamie Poehlman, Director, Human Resources

Letter of Agreement Number 2

Between:           The Guelph Mercury, a division of Metroland Media Group Ltd

And:                UNIFOR, Local 87-M

RE:                 Past Practices

The parties to this Agreement agree as follows:

1. Employees will receive home delivery of the Guelph Mercury, where available, or alternatively an office copy of the newspaper may be taken home each day.
2. Employees may run four insertions of their own classified ad per year.
3. Employees may purchase photographic reprints at cost.

This agreement shall form part of the Agreement between the parties expiring on May 23, 2017.

Dated at Guelph this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

FOR THE UNION:

FOR THE GUELPH MERCURY:

\_\_\_\_\_  
Gary Ellis, Unifor National Rep

\_\_\_\_\_  
Jamie Poehlman, Director, Human Resources

Letter of Agreement Number 3

Between:           The Guelph Mercury, a division of Metroland Media Group Ltd.

And:                UNIFOR, Local 87-M

Re:                 Union Representation with New Employees

The parties to this Agreement agree as follows.

1.           The Employer shall advise new employees of the editorial department that they have the opportunity to meet with a Union representative for 15 minutes at a mutually agreeable time.

This agreement shall form part of the Agreement between the parties expiring on May 23, 2017.

Dated at Guelph this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

FOR THE UNION:

FOR THE GUELPH MERCURY:

\_\_\_\_\_  
Gary Ellis, Unifor National Rep

\_\_\_\_\_  
Jamie Poehlman, Director, Human Resources

Letter of Agreement Number 4

Between:           The Guelph Mercury, a division of Metroland Media Group Ltd.  
And:                UNIFOR, Local 87-M  
Re:                 Hours of Work

The parties agree that alternative work arrangements allow individuals to balance their work and personal lives. Therefore, the provisions of Article 8 (Hours of Work) may be modified to allow for alternative scheduling arrangements.

- i)       Requests for alternative scheduling arrangements should be put in writing to the employee's supervisor outlining the details of the said arrangement. When determining the feasibility of the arrangement the needs of the business will prevail.
- ii)      An alternative scheduling arrangement will not be granted if it negatively impacts the hours of work of a colleague or requires a shift change without their consent.
- iii)     Individuals on alternative schedules will not be eligible for daily overtime on days which the arrangement contemplates longer days. The standard hours of work in a week will continue to apply.
- iv)     Alternative work arrangements can be discontinued with a minimum of two weeks notice, unless a specific duration has been agreed upon.

Dated at Guelph this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

FOR THE UNION:

FOR THE GUELPH MERCURY:

\_\_\_\_\_  
Gary Ellis, Unifor National Rep

\_\_\_\_\_  
Jamie Poehlman, Director, Human Resources

Letter of Agreement Number 5

Between:           The Guelph Mercury, a division of Metroland Media Group Ltd.  
And:                UNIFOR, Local 87-M  
Re:                 Pension Plan

The parties agree in concept to the introduction of Metroland's Group RRSP/DPDP Program, effective January 1, 2009 with the company matching employee contributions according to the terms of the program. The parties agree to meet and discuss options regarding freezing current DB plan benefits and distribution of surplus (if any) or full or partial wind-up of the DB Plan and possible transfer of the commuted value of the pension plan benefits to the Group RRSP. In any event, the DB Plan will be closed to new members and there will be no further contributions to the plan following December 31, 2008.

It is understood that the cost of implementing the various options will be the prime consideration in determining which option will be implemented.

Dated at Guelph this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

FOR THE UNION:

FOR THE GUELPH MERCURY:

\_\_\_\_\_  
Gary Ellis, Unifor National Rep

\_\_\_\_\_  
Jamie Poehlman, Director, Human Resources

Letter of Agreement Number 6

Between:           The Guelph Mercury, a division of Metroland Media Group Ltd.  
And:                UNIFOR, Local 87-M  
Re:                 Family Emergency Leave

This letter will confirm the understanding reached by the parties during collective bargaining concerning the protocol that the Company will follow when considering an employee's request for a leave of absence due to a family emergency.

Application & Conditions

The entitlement to a Family Emergency Leave is restricted to requests regarding the care of family members listed in this contract under Bereavement Leave (spouse, children, father or mother, brother, sister, father-in-law, mother-in-law, grandmother, grandfather, grandchild, brother-in-law, or sister-in-law).

A family emergency leave must be a minimum of four (4) weeks and shall be no more than eight (8) weeks. An employee may make a special request for an extension of up to four (4) weeks.

An employee's request for an emergency leave will be granted at the Company's discretion and subject to the Company's operational needs. Limits may be placed, at the Company's discretion, on the number of employees in any one department able to take a family emergency leave during any period of time.

The Company may require employees taking a family emergency leave to provide medical, or other reasonable, evidence of the need for such a leave.

An employee who has been advanced pay under this letter and who has not completed the repayment of that money before ceasing employment (for whatever reason) will be required to repay the full amount owing to the Company. The employee will sign a direction and authorization to such effect upon the commencement, and as a condition, of the leave.

Protocol for Requesting and Granting Leave

1. Individuals requesting a Family Emergency Leave shall submit a written application to their Department Head. A leave of absence to attend to a family emergency may be granted at the discretion of the Employer. A response will be provided within two (2) business days.
2. An employee who applies for the compassionate care benefits available under Employment Insurance (EI) and is approved for EI compassionate care benefits will be eligible for:
  - i. An advance payment equal to sixty percent (60%) of base pay during the two (2) week EI waiting period;
  - ii. the Employer will subsequently advance payment equal to the difference between the payments received from EI and sixty percent (60%) of the employee's base pay for a maximum of six (6) weeks, subject to continued government legislation and approval; and,
  - iii. Upon the employee's return to work, the employee's total compensation, including base salary, premium pay, and merit pay, will be reduced by forty percent (40%) until the amounts advanced under (i) and (ii) have been fully repaid.



3. An employee who does not qualify to receive EI benefits, may make special application to the Vice President, Human Resources for a partial salary advance on compassionate grounds. If approved, the employee will be advanced payment equal to sixty percent (60%) of the employee's base straight-time pay. Upon the employee's return to work, the employee's total compensation, including base pay, premium pay and merit pay, will be reduced by forty percent (40%) until the partial salary advance has been fully repaid.
4. Nothing described in the above, precludes the Employer from granting additional time off, with or without pay, for compassionate reasons.

Dated at Guelph this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

FOR THE UNION:

FOR THE GUELPH MERCURY:

\_\_\_\_\_  
Gary Ellis, Unifor National Rep

\_\_\_\_\_  
Jamie Poehlman, Director, Human Resources

Letter of Agreement Number 7

Between:           The Guelph Mercury, a division of Metroland Media Group Ltd.

And:                UNIFOR, Local 87-M

Re:                 Assistant City Editor

From time to time, due to the managing editor and/or city editor being away from the workplace for an extended period, a member of the bargaining unit may be selected to help fill in to meet the needs of the business.

This person would assist in assigning reporters, communicate with editors at various properties, determine placement of stories and photos, and send out late afternoon schedules to other papers in the group.

This position also serves the purpose of being a training and development opportunity for people who have an interest in future management positions.

The Assistant City Editor would be paid a premium of \$20 per shift.

Dated at Guelph this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

FOR THE UNION:

FOR THE GUELPH MERCURY:

\_\_\_\_\_  
Gary Ellis, Unifor National Rep

\_\_\_\_\_  
Jamie Poehlman, Director, Human Resources

**RE: Generic Prescription Drugs – Side Letter**

Please be advised by way of this letter that the Company will be implementing a Generic Prescription Drug first program in 2014.

Our current benefit plan includes a Simple Generic Substitution in which the brand name drug is cut back to the lowest priced equivalent. If the prescription states “no substitution”, the name brand drug will be provided.

Under the revision, when generic prescription drugs are available only the cost of the generic drug will be covered when “no substitution” is stipulated. The exception to this is when a generic drug is not available; name brand drugs will continue to be fully covered. Furthermore, when an employee has an allergic reaction to the substitution, name brand drugs will also be covered.

If the employee chooses the name brand drug, they will be prescribed the drug and pay the difference in cost between the generic drug and the name brand drug.

Dated at Guelph this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

FOR THE UNION:

FOR THE GUELPH MERCURY:

\_\_\_\_\_  
Gary Ellis, Unifor National Rep

\_\_\_\_\_  
Jamie Poehlman, Director, Human Resources