

**COLLECTIVE AGREEMENT**

**Between**

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

**AND**

**THE GUELPH MERCURY  
A division of METROLAND MEDIA GROUP  
Ltd.**

**MAY 24, 2008 TO MAY 23, 2011**

## 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.

After several months of bargaining, the Guild's first contract in Toronto and indeed the first ANG contract in Canada was signed in April, 1949, containing the milestone pay rate of \$80 a week for reporters/photographers with five years of experience. The Star proclaimed itself on its news pages as the "first newspaper in Canada to establish the five-day, 40-hour week for

editorial employees...it now becomes the first and only Toronto daily newspaper to pay its editorial workers time-and-a-half in cash for overtime."

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

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

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

Employees at the Thomson-owned Oshawa Times walked out in 1966 in a two-week strike that became one of the biggest Canadian labour battles of the era. While the strike involved only 35 employees, the courts granted a controversial injunction limiting picketing. That prompted a rebellion in the strong union town, and picket lines swelled to more than 1,000 with the support of other unions. When the local sheriff showed up to try to enforce the injunction, he was pelted with snowballs and beat a hasty retreat. Newspaper publishers were outraged, but the strike was settled 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.

At the bargaining table this new approach saw the Guild's first strike ever at the Toronto Star, in 1983. The 1,500 SONG members were off the job for only four days, including a weekend, but the strike marked a turning point, and companies got the message that they couldn't take the union for granted. Meanwhile at the Globe and Mail, Guild employees took their first ever strike vote in 1982, also marking a new era in relations with the company. Those negotiations ended without a strike, and the Globe unit of SONG still has a strike-free record.

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

With those successes, news industry workers saw the benefits of unionization. By the mid-80s, editorial employees at the Metroland chain of non-daily papers joined SONG and bargained a

contract that is seen as the pace-setter in the community newspaper sector. Soon employees of other non-dailies sought out SONG, and the union was expanding rapidly.

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

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

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

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-today 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.

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## **PREAMBLE**

THIS AGREEMENT was made and entered into this the day of **August 6, 2008**, 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 the Communications, Energy and Paperworkers Union of Canada, Local 87-M, Southern Ontario Newsmedia Guild 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 the Communications, Energy and Paperworkers Union, Local 87-M, as the exclusive bargaining agent for all employees covered by this agreement and hereby consents and agrees to negotiate with the CEP Local 87-M, S.O.N.G, 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 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 initialed 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 forty-five (45) 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 within three (3) calendar days of the action, 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. In the event of a beat change involving a Bureau of the Guelph Mercury, volunteers will be sought. Where no volunteers are forthcoming,

the Employer will take into account seniority but the right to assign remains with management.

- 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 **two (2)** weeks of notice, to bump employees with less seniority. Employees who choose to bump may bump either those with less seniority in the same Group or those with less 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 Severance Pay at the rate of two (2) weeks' wages for each completed year of continuous service shall be paid to employees who are laid off, up to a maximum of **forty six (46)** weeks.

### **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 \$1.15 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.**
- An employee scheduled to work between 6:00 p.m. and 7:00 a.m. will receive \$1.35 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 Whenever possible, interns hired for the summer months will be used to fill in for 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 January 1, 2004, employees shall be entitled to one (1) additional holiday with full pay, in recognition of their birthday. The day 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, this day will replace the birthday floater and the birthday floater will be removed.**

## **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 Communications, Energy and Paperworkers Union of Canada, 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 Unemployment Insurance Act.

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.

## **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 Where a pregnant employee who normally operates a VDT requests a transfer away from the VDT, the Employer shall reassign her to a classification that does not include the operation of a VDT, such reassigned employee will be paid the prevailing rate of pay for the new classification. If the employee cannot be reassigned, she shall be granted a leave of absence without pay.
- 12.04 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.
- 12.05 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.

- 12.06 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) **Effective May 24, 2008, employees shall be compensated for the use of an automobile authorized by the employer at a rate of 38 cents per kilometer and effective January 1, 2009, at a rate of 40.89 cents per kilometer.**
- (c) **Thereafter, mileage rates will be adjusted annually every January 1 to match the kilometer rate set by the Runzheimer Plan of Vehicle Standard Costs for the cost of operating a compact 4 cylinder automobile driven 24,000 kilometers per year, or other comparable method of calculation as may be agreed by the parties.**

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 August, 2008 the minimum weekly salaries shall be increased by 2%. Effective May 24, 2009 the minimum weekly salaries shall be increased by 1.75% plus 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 and one half per cent (1.5%) and the maximum shall be no more than three per cent (3%). Effective May 24, 2009 the minimum weekly salaries shall be increased by 1.75% plus 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 and one half per cent (1.5%) and the maximum shall be no more than three per cent (3%).

On ratification all full time employees will receive \$300.00 less applicable deductions. Part-time employees will receive a pro-rated amount.

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

	Start	After 1 Year	After 2 Years
August 6, 2008	\$	\$	\$

**Group B – Copy Editor**

	Start	After 1 Year	After 2 Years
August 6, 2008	\$	\$	\$

**Group C – Reporter/Photographer and Photographer**

	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 years
August 6, 2008	\$	\$	\$	\$	\$	\$

**Group D – Editorial Graphics Technician**

	Start	After 1 Year	After 2 Years	After 3 Years
August 6, 2008	\$	\$	\$	\$

**Group E – Editorial Assistant**

	Start	After 1 Year	After 2 Years
August 6, 2008	\$	\$	\$

**Group F – Typist**

	Start	After 1 Year	After 2 Years
August 6, 2008	\$	\$	\$

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.

**17.03 MEDICAL, DRUG, DENTAL & LIFE INSURANCE**

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.**

17.04 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.

17.05 **Effective the first month following ratification, the vision care plan for each employee and their dependents will increase to \$200.00 in a 24-month period. Effective May 24, 2009 the benefit increases to \$250.00 for employees and their dependents.**

**Effective May 1, 2006, increase to all professional services to \$25.00.**

17.06 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, 2008 to May 23, 2011**, 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                      , 2006.**

**FOR THE EMPLOYER**

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**FOR THE UNION**

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**Letter of Agreement Number 1**

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

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

**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 two (2) weeks vacation from one calendar year to the next, the Employer shall not unreasonably deny such requests, provided such requests are made by April 1<sup>st</sup> of the vacation year.

**Dated at Guelph this \_\_\_\_\_ day of \_\_\_\_\_ 2008.**

**FOR THE UNION:**

**FOR THE MERCURY:**

\_\_\_\_\_  
Greg Rothwell, Unit Chair

\_\_\_\_\_  
Lisa Voll-leggo, Human Resources Manager

**Letter of Agreement Number 2**

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

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

**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, 2011.

**Dated at Guelph this \_\_\_\_\_ day of \_\_\_\_\_ 2008.**

**FOR THE UNION:**

**FOR THE GUELPH MERCURY:**

\_\_\_\_\_  
Greg Rothwell, Unit Chair

\_\_\_\_\_  
Lisa Voll-leggo, Human Resources Manager

**Letter of Agreement Number 3**

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

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

**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, 2011.

**Dated at Guelph this \_\_\_\_\_ day of \_\_\_\_\_ 2008.**

**FOR THE UNION:**

**FOR THE GUELPH MERCURY:**

\_\_\_\_\_  
Greg Rothwell, Unit Chair

\_\_\_\_\_  
Lisa Voll-Leggo, Human Resources Manager

**Letter of Agreement Number 4**

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

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

**Re:            Use of Company Equipment for Creation of Resumes**

The parties to this Agreement agree as follows:

1. The Employer may provide laid off employees with reasonable access to company computers, fax machines, photocopier, etc., to produce a suitable resume.

This agreement shall form part of the Agreement between the parties expiring on May 23, 2011.

**Dated at Guelph this \_\_\_\_\_ day of \_\_\_\_\_ 2008.**

**FOR THE UNION:**

**FOR THE GUELPH MERCURY:**

\_\_\_\_\_  
Greg Rothwell, Unit Chair

\_\_\_\_\_  
Lisa Voll-Leggero, Human Resources Manager



**Letter of Agreement Number 5**

**~~Between: The Guelph Mercury, a division of CityMedia Group Inc.~~**

**~~And: Communications Energy and Paperworkers Union of Canada, Local  
87 M, Southern Ontario Newsmedia Guild~~**

**~~Re: Severance~~**

~~Notwithstanding Article 7.01, should Dave Carter be laid off during the term of this collective agreement, severance pay at the rate of two (2) weeks' wages for each completed year of continuous service shall be paid up to a maximum of forty three (43) weeks in the case of Dave Carter.~~

~~This agreement shall form part of the Agreement between the parties expiring on May 23, 2008.~~

**~~Dated at Guelph this \_\_\_\_\_ of \_\_\_\_\_ 2006.~~**

**~~FOR THE SOUTHERN ONTARIO NEWSMEDIA GUILD: \_\_\_\_\_  
FOR THE GUELPH MERCURY: \_\_\_\_\_~~**

~~\_\_\_\_\_  
Greg Rothwell, Unit Chair~~

~~\_\_\_\_\_  
Anne Williston, Director of Human Resources~~

**Letter of Agreement Number 6**

**~~Between: The Guelph Mercury, a division of CityMedia Group Inc.~~**

**~~And: Communications Energy and Paperworkers Union of Canada, Local  
87 M, Southern Ontario Newsmedia Guild~~**

**~~Re: Dave Carter~~**

~~Effective May 24, 2003, the following individuals will be reclassified as follows:~~

- ~~• Dave Carter - Transfer to Group C, Photographer.~~

~~Wage increases will be applied as follows:~~

- ~~• Effective May 24, 2002, this individual will be green-circled.~~

~~This agreement shall form part of the Agreement between the parties expiring on May 23, 2008.~~

**~~Dated at Guelph this \_\_\_\_\_ day of \_\_\_\_\_ 2006.~~**

**~~FOR THE SOUTHERN ONTARIO NEWSMEDIA GUILD: \_\_\_\_\_  
FOR THE GUELPH MERCURY: \_\_\_\_\_~~**

~~\_\_\_\_\_  
Greg Rothwell, Unit Chair~~

~~\_\_\_\_\_  
Anne Williston, Director of Human Resources~~

**Letter of Agreement Number 5**

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

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

**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 \_\_\_\_\_ 2008.**

**FOR THE UNION:**

**FOR THE GUELPH MERCURY:**

\_\_\_\_\_  
Greg Rothwell, Unit Chair

\_\_\_\_\_  
Lisa Voll-Leggero, Human Resources Manager

**Letter of Agreement Number 6**

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

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

**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 \_\_\_\_\_ 2008.**

**FOR THE UNION:**

**FOR THE GUELPH MERCURY:**

\_\_\_\_\_  
Greg Rothwell, Unit Chair

\_\_\_\_\_  
Lisa Voll-Leggero, Human Resources Manager