

# COLLECTIVE AGREEMENT

BETWEEN

**MACLEAN'S MAGAZINE**

and



**COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA**

**LOCAL 87-M  
SOUTHERN ONTARIO NEWSMEDIA GUILD**

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## **Local History**

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

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

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

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

**The new local was called the Toronto Newspaper Guild, Local 87 of the ANG, and its first decade was largely a story of failure. With legal protections weak, publishers were able to get away with subtle and not-so-subtle pressure tactics in order to prevent unions from taking root. Even at the Toronto Daily Star, known as a friend of labour (and founded by striking printers in the 1890s) an attempt in the early 40s to negotiate a contract collapsed after the company demoted known union supporters and engaged in the kind of blatant intimidation that is outlawed today. The ANG revoked the charter of the Toronto local in 1943.**

**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 News*media* Guild.

In 2008, SONG expanded in a big way to the Ottawa area where we'd already organized the Ottawa Sun. Beginning in January, we added seven media units from the former Local 102-O, including the House of Commons broadcast/technical group, the Ottawa Citizen mailroom, the Winchester Press, the Glengarry News, the Pembroke Observer, TelAv and ELC. We now represent about 4,000 workers in all aspects of the media in Ontario and 35 different workplaces. The local and its members confront daily issues of media concentration, editorial



integrity, contracting out, job security, pensions and the declining circulation of paid daily newspapers.

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

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

## ARTICLE 1 – RECOGNITION

1.01 *Maclean's* recognizes the Union as the sole bargaining agent for all its employees in the Editorial Department in the Province of Ontario, save and except Publisher, Editor-in-chief, Editor, Executive Editor, Managing Editor, Ottawa Editor, Art Director, Director of Photography, Director of Production and Technology, Manager of Editorial Services, Managing Editor of Online Services, Assistant Managing Editor;

new positions in which an employee exercises managerial or confidential functions within the meaning of the Ontario Labour Relations Act, freelance contributors, persons regularly employed for not more than twenty-four (24) hours per week, and students employed during the school vacation periods.

*Maclean's* agrees that incumbents in the Toronto office in the following excluded categories will not be increased from the current 12 before the end of this collective agreement:

Publisher, Editor-in-chief, Editor, Executive Editor, Managing Editor, Art Director, Deputy Art Director, Director of Photography, Director of Production and Technology, Manager of Editorial Services, Managing Editor of Online Services, Assistant Managing Editor;

It is agreed that no new excluded titles are to be created before the end of this collective agreement. However, if the number of incumbents in the categories mentioned in the paragraph above falls below 12, *Maclean's* may add managers in existing titles. In such case, the company will notify the union of its intentions, including a description of the duties and responsibilities of the new person.

“The Editorial Department” in 1.01 includes those employees involved in the preparation of:

- (a) materials to be provided to the *Maclean's* Web site
- (b) other electronic and print editions of *Maclean's* weekly newsmagazine.

- 1.02 In the event of a dispute as to whether a person filling a new position exercises managerial functions or is employed in a confidential capacity within the meaning of the Ontario Labour Relations Act, the matter shall be referred to the Ontario Labour Relations Board for determination. The parties agree to abide by the decision of the Ontario Labour Relations Board and to include or exclude the position accordingly.

## **ARTICLE 2 - MANAGEMENT RIGHTS AND UNION SECURITY**

- 2.01 *Macleans* has the right to manage the Magazine and all rights shall remain exclusively with *Macleans* except as specifically limited by the provisions of this Agreement. Management shall exercise its rights in a manner that is consistent with the terms of this Agreement.
- 2.02 Each new employee shall within four months after his/her date of employment:
- (a) become a member of the Guild, or
  - (b) advise the Guild in writing that he/she does not wish to become a member of the Guild.

Between December 1 and December 31 inclusive of each year,



revoke his/her election. Such revocation shall be in writing to the Guild.

### **ARTICLE 3 - DUES DEDUCTION**

3.01 On each pay *Macleans* shall deduct from the earnings of each employee covered by this Agreement and pay to the Guild not

later than the 10th of the following month the appropriate





of Guild dues or dues equivalent. Such dues or dues equivalent shall be deducted in accordance with the schedule furnished to *Macleans* by the Guild. Such schedule may be amended by the Guild at any time.

3.02 In addition to the foregoing, *Macleans* agrees, on written authorization from each employee, to deduct general and special assessments as required by the Southern Ontario Newspaper Guild and to pay this amount to the Guild, not later than the 10th of the following month.

3.03 *Macleans* shall, when remitting dues and assessments, give the names of the employees from whose pay deductions have been made and the amount of the deduction.

3.04 Provided *Macleans* deducts dues and assessments in accordance with this article and the schedule of dues and assessments (as amended from time to time) furnished by the Guild, the Guild shall indemnify and save harmless *Macleans* from any and all liability respecting the collection and payment of dues or their equivalent, including any and all claims, demands, actions, causes of action arising out of or in any way connected with the deductions, collections and/or attempted collection, custody, accounting or remittance of such dues or dues equivalent.

#### **ARTICLE 4 - HOURS OF WORK AND OVERTIME**

4.01 For the purposes of Article 4 employees shall be divided into two groups as follows:

- (1) Senior Editor  
Associate Editor  
Assistant Editor  
Senior Writer/National Correspondent  
Staff Photographer  
Associate Photo Editor/Photographer  
Assistant Photo Editor/Photographer  
Ottawa Bureau Staff (except Editorial Assistant)  
Staff Reporter

- (2) Chief of Research
- Deputy Chief Researcher
- Researcher/Reporter
- Chief Copy Editor
- Associate Copy Editor
- Copy Editor
- Associate Art Director
- Assistant Art Director
- Senior Designer
- Design Co-ordinator
- Designer
- Production Superintendent/System Co-ordinator
- Associate Photo Editor
- Assistant Photo Editor
- Chief Librarian
- Librarian
- Library Technician
- Library Clerk
- Editorial Assistant
- Receptionist

- (a) Each employee in Group 1 shall be entitled to a minimum of five (5) consecutive days compensatory time off annually, with such time off being prorated in the year the employee first became an employee in Group 1. Such time off shall be scheduled by mutual consent between *Maclean's* and the employee.
- (b) Each employee in Group 1 shall submit to his/her supervisor, on a form and at a time designated by *Maclean's*, the hours which he/she worked.
- (c) Employees in Group 1 shall be entitled to accumulate compensatory time on the basis of one (1) hour for each full hour authorized and worked in excess of 40 hours, and one and one-half (1 1/2) hours for each full hour authorized and worked in excess of 42 hours each week, and two (2) hours for each authorized hour worked beyond 48 hours in a week.

(d) The first forty (40) hours of compensatory time accumulated in a calendar year under this formula shall be allocated as time taken under the provisions of Article 4.02(a).

(e) Notwithstanding 4.02(d), an employee may take up to fifty (50) per cent of the compensatory time accumulated in the immediately preceding two (2) weeks.

Compensatory time taken under this Article 4.02(e) shall not count as hours allocated under 4.02(d) and 4.02(f).

(f) Compensatory time accumulated beyond the forty (40) hours allocated to the week in Article 4.02(a) shall be taken as time off.

(g) All compensatory time off shall be arranged by mutual consent between *Macleans* and the employee and shall be taken within thirty (30) days of the date on which the hours were submitted unless otherwise agreed.

(h) The provisions of 4.02(b) through (f) inclusive shall not apply while employees are on out-of-town assignments. Compensatory time may arise from specific out-of-town assignments when conditions for claiming such time have been agreed upon prior to commencement of the assignment.

(i) Employees in Group 1 shall be entitled to either:

(i) Saturday and Sunday or

(ii) Sunday and Monday off each week except in unusual circumstances, in which case *Macleans* shall substitute an alternative day off for each day.

4.03 The work week for employees in Group 2 shall consist either of:

(i) Five (5) days, Monday through Friday, or Tuesday through Saturday, and thirty-six and one-quarter (36 1/4) hours except for a week in which a holiday listed in Article 7 occurs, in which case the work week shall be twenty-nine (29) hours over four (4) days.

OR

- (ii) Four (4) days, in the period Monday through Friday or Tuesday through Saturday and thirty-six and one-quarter (36 1/4) hours except for a week in which a holiday listed in Article 7 occurs, in which case the work week shall be twenty-nine (29) hours over three (3) days.

OR

- (iii) Three (3) days, Thursday through Saturday, or Wednesday through Friday, or Wednesday, Friday and Saturday, or Wednesday, Thursday and Saturday, and thirtysix (36) hours except for a week in which a holiday listed in Article 7 occurs, in which case the work week shall be twenty-nine (29) hours over three days. Any employee requested to work a three-day week has the right to refuse without penalty or reprisals or threats of reprisals of any kind. An employee who agrees to a threeday work week may, upon one month's notice, elect to be removed from the threeday week.

(a) All Group 2 employees required to work:

- (i) in excess of thirty-six and one-quarter (36 1/4) hours per week, or
- (ii) in excess of the hours scheduled in accordance with Article 4.09, shall be paid at a rate of one and one-half (1 1/2) times the normal hourly rate for all such authorized hours, and at a rate of two (2) times the normal hourly rate for all such authorized work beyond twelve (12) hours in a shift, provided that such payment does not result in the duplication of payment of premiums for hours worked.

(b) An employee may choose to take such overtime compensation as either cash or compensating time off. If the employee chooses to take compensating time off, such time shall be taken at a time mutually agreeable to the employee and *Maclean's*.

- (a) Employees in Group 2 working a five-day week shall be entitled to at least two consecutive days off at the end of the employee's scheduled work week.
- (b) Employees in Group 2 working a four-day week shall be entitled to at least two consecutive days off at the end of the employee's scheduled work week.
- (c) Employees in Group 2 working a three-day week shall be entitled to at least three consecutive days off at the end of the employee's scheduled work week.
- (d) Notwithstanding (a), (b) or (c), when an employee in Group 2 is shifted to a work week of a different length or to a work week of the same length that starts on a different day the employee shall be entitled to take any day(s) off lost as a result of such a shift at another time mutually agreeable to the employee and *Macleans*.

4.06 An employee in Group 2 required to work on his/her scheduled day(s) off shall be paid for a minimum of seven and one-quarter (7 1/4) hours at one and one-half (1 1/2) times his/her normal hourly rate for each such day worked.

An employee required to be "on call" on his or her scheduled day(s) off shall be entitled to one (1) day off as compensation for six (6) completed "on call" occasions.

4.07 An employee in Group 2 called back to work after having left the premises shall be paid a minimum of four hours pay at one and one-half (1 1/2) times his/her normal hourly rate.

4.08 No employee in Group 2 shall be required to report for work less than twelve (12) hours from the time at which he/she finished his/her previous shift.

4.09 Work schedules of days and hours for employees in Group 2 shall be posted at least two (2) weeks in advance of the week for which they apply. Once posted, these schedules may be changed with the consent of the employee(s) concerned.

4.10 *Maclean's* shall keep a record of all hours worked by each employee. Copies of such records relating directly to a complaint shall be given to the complaining employee or his/her representative upon request.

(a) An employee on a five (5)-day work week may be required to work one (1) day a week in excess of seven and one-quarter





Any such day shall not exceed twelve (12) hours.

- (b) An employee on a four (4) -day work week may be required to work one (1) day a week in excess of nine (9) hours to accommodate workload. Any such day shall not exceed twelve (12) hours.

## **ARTICLE 5 - PART-TIME AND TEMPORARY**

5.01 A part-time employee is one who is hired to work and who works regularly twenty-four (24) hours or less per week.

5.02 A temporary employee is a person employed for a specific period of time to cover a leave of absence for the duration of the leave, or cover vacation absence for a maximum continuous period of five months in any calendar year, or for a special project of specific duration of up to six months. Before commencing work, a temporary employee shall receive written confirmation of his or her terms and conditions which shall include but are not limited to: wages, hours of work and the duration of the appointment. A copy of this document shall, at the same time, be provided to the union.

The periods above may be extended by written agreement between *Maclean's* and the Guild.

Temporary employees shall be covered only by the following articles:

Article 1 – Recognition, Article 2 - Management Rights and Union Security, Article 3 - Dues Deduction Article, 4 - Hours of Work and Overtime, Article 5 - Part-time and Temporary, Article 7 – Holidays, Article 12 - Expenses and Equipment, Article 13 - Grievance Procedure, Article 16 - Wage Provisions, Article 17 - Health and Safety, Article 18 – Miscellaneous, Article 19 – Information, Article 21 - Duration and Renewal. In addition, temporary employees shall be entitled to vacation pay as prescribed by the Employment Standards Act.

5.03 A freelance contributor includes persons performing work performed by the classifications listed in Article 4.01(1) who are

compensated by *Maclean's* only by means of a retainer and/or in accordance with *Maclean's* freelance rate schedule.

Employees normally covered by this Agreement may undertake freelance assignments with *Maclean's*. In such circumstances the employee shall continue as an employee under this Agreement for purposes of his work covered by this Agreement and as a freelance contributor for purposes of the freelance assignment.

- 5.04 *Maclean's* shall continue its current practice of employing full-time employees wherever practicable.
- 5.05 Part-time employees and freelance contributors are not covered by the terms and conditions of this Agreement.
- 5.06 An employee who worked part-time for *Maclean's* and is subsequently hired as a full-time Group 2 employee shall serve a three (3) month probation period or as a Group 1 employee, the probation period shall be four (4) months.
- 5.07 The Union and *Maclean's* acknowledge that participation with recognized educational institutions to provide full-time educational experience opportunities through their co-op and internship programs benefit the Parties, the publishing industry and the community.

*Maclean's* may participate in such programs provided:

- i) each placement does not exceed (4) four months duration.
- ii) A department does not have more than one placement at any time and no more than two placements each year with the exception of research which may have one student placement in addition to the two Ann MacGregor Memorial Internships. (There will be no change in the provisions respecting these internships.)
- iii) Placements will not exceed two at any time in the magazine, and
- iv) The placements do not result in the reduction of regular staff.

- v) Students are provided with an honorarium of not less than \$1,000 for a four month period or \$250 per month or part thereof.

No employee will be required to supervise a student in accordance with this article unless the employee has been consulted regarding the parameters of the placement and the impact on workload.

*Maclean's* will make reasonable efforts to accommodate the concerns of the supervising employee.

5.08 Editorial Apprentice *Maclean's* may hire up to 4 Editorial Apprentices annually (at least 1 of whom will work on the website) at a salary of \$22,500.00 per year.

- i) An Editorial Apprentice may be laid off with 4 weeks notice or payment in lieu thereof.
- ii) The placements will not result in the layoff of regular staff.
- iii) No Bargaining Unit employee will be required to supervise an Editorial Apprentice in accordance with this article.
- iv) Should the Bargaining Unit fall below 30, *Maclean's* shall be limited to hiring 3 Editorial Apprentices (at least 1 of whom will work on the website).
- v) At the termination of the contract, the Editorial Apprentice will cease to be an employee unless hired into a Collective Agreement classification.
- vi) Persons employed as Editorial Apprentices may, within the last month of, or on completion of their fixed term contract, be hired into the position of Staff Reporter. In this case, the employee shall be credited with seniority for the term of the Editorial Apprentice contract.

5.09 Staff Reporter *Maclean's* may create a new classification within the bargaining unit called Staff Reporter (see 16.01 (a) for wages)

- i) Employees hired as Staff Reporters may be laid off without regard to seniority.

- ii) Persons hired as Staff Reporters must have previously held the Editorial Apprentice position.

## **ARTICLE 6 - HIRING, TRANSFERS AND PROMOTIONS**

- 6.01 When a bargaining unit employee leaves *Maclean's*, *Maclean's* will advise the Guild within 30 days whether *Maclean's* plans to replace the employee.

Notice of vacancies or new positions shall be posted on all bulletin boards seven (7) days before being advertised outside. An employee desiring to fill a vacancy shall submit his or her application within seven (7) days of such posting.

All postings shall remain on the bulletin board either until they are filled or *Maclean's* announces it does not intend to fill the position.

Employees who apply pursuant to this article shall be granted an interview within two weeks of their application.

Prior to reassigning people, *Maclean's* will solicit in writing expressions of interest from employees within the classification.

- 6.02 New Group 2 employees shall be considered probationary employees for the first three(3) months of their employment with *Maclean's* For new Group 1 employees, the probationary period shall be four (4) months. Successful completion of probation shall be confirmed in writing to the employee with a copy to the Guild.

The probation period may be extended by agreement between *Maclean's* and the Guild.

Where *Maclean's* requests an extension of probation, it shall so advise the employee and the Guild in advance, giving the reasons for the request and any concerns which *Maclean's* has about the suitability of the employee. If the Guild does not

respond before the probation period expires, the probation period shall be extended by one week to give the

Guild an opportunity to consider the request.

Where the Guild does not respond prior to the end of the probation period as extended, the period shall be automatically extended by a further three weeks.

6.03 Probationary employees shall be entitled to all rights of this contract save and except the right to:

(a) grieve discharge, provided such discharge has not been carried out in a manner that is arbitrary, discriminatory or in bad faith;

And during their first three (3) months of employment:

(b) participate in the Pension Plan;

(c) participate in the Long Term Disability Plan;

6.04 *Macleans* agrees not to enter into any agreement with any other outside enterprise binding such other enterprise not to offer or give employment to employees of *Macleans*.

This does not prevent *Macleans* from meeting the requirements of Rogers Publishing Limited corporate policy with respect to Rogers Publishing Limited internal transfers and promotions.

6.05 *Macleans* has the right to transfer employees. However, *Macleans* agrees not to transfer an employee to a position outside the bargaining unit without the employee's consent.

An employee will not be penalized for refusing to accept such a transfer. Nothing in this Agreement shall preclude the transfer of an individual excluded from the bargaining unit to a position where he or she is included in the bargaining unit. However, there shall be no layoffs as a result of such a transfer into the bargaining unit.

6.06 No employee shall be transferred by *Maclean's* outside of head office within Ontario without the employee's consent. *Maclean's* shall give one (1) month's notice of transfer to an employee who will be permanently transferred by *Maclean's* from a bureau in Ontario to another location in Ontario, unless the employee waives such notice. An employee transferred to or from a bureau in Ontario shall be paid moving expenses in accordance with the following:

1. Actual and approved expenses incurred for the following items:

(a) Moving expenses as arranged through the Editor-in-chief, or his or her designate for:

(i) packing;

(ii) shipping;

(iii) unpacking;

(iv) insurance for all normal household effects, possessed by the employee at the time the transfer is announced. No payments will be made for any moving costs unless they follow three bids from movers as arranged by the Editor-in-chief, or his or her designate

(b) Expenses incurred for reasonable temporary accommodation for the employee up to a maximum of thirty (30) days.

(c) Necessary transportation expenses incurred to move the employee and his or her family to the new location.

(d) Reimbursement of real estate fees paid by the employee to a recognized real estate agent up to 6 per cent of the sale price of the employee's home where such sale was necessitated by the transfer.

*Maclean's* obligation to reimburse for real estate fees shall be limited to a maximum of \$15,000, unless the

employee obtains *Maclean's* written consent prior to entering into a listing agreement.

- (e) Reimbursement of legal expenses incurred by the employee in the sale and purchase of a home to a maximum of \$1,500.00 total for both transactions where the sale and purchase were necessitated by the transfer.
  - (f) Where the employee, because of the transfer, temporarily incurs the expense of two homes, then in *Maclean's* discretion, up to three (3) months carrying charges on the unsold home to include:
    - (i) mortgage interest;
    - (ii) taxes;
    - (iii) insurance;
    - (iv) heating costs.
  - (g) Where a transferred employee cannot terminate his/her lease or sublet his/her leased premises, then in *Maclean's* discretion, reimbursement for up to three (3) months' rent for the premises from which the employee moves because of the transfer.
  - (h) Reimbursement of miscellaneous expenses including:
    - (i) relocation of major appliances;
    - (ii) telephone services;
    - (iii) rug and drapery resizing;
    - (iv) housekeeping for former home;
    - (v) land transfer tax to a maximum of one month's salary in total.
2. Prior to reimbursement *Maclean's* may require satisfactory proof that any expenses claimed were actually incurred.
  3. Where an employee voluntarily leaves the employ of *Maclean's* at any time within eighteen (18) months of the date of the move, he or she shall be obligated to repay to

*Maclean's* a pro-rata share of all expenses claimed and paid under this article calculated as follows:

Pro Rata Total Months (full Total Expenses Amount = 18 - and part) with x Claimed Under Owed to *Maclean's* following This Article *Maclean's* the move 18 4. All employees to be eligible for moving expenses under this article must enter into a written agreement covering such moving expenses, which agreement will contain the following clause:

"I hereby agree that should I voluntarily leave the employ of *Maclean's* within eighteen (18) months of my move referred to herein, I hereby authorize *Maclean's* to deduct from my wages or monies owed to me by *Maclean's*, any monies I may be required to repay under Article 6 of the collective agreement." An employee shall not be penalized for refusing said transfer.

- 6.07 No employee shall be transferred to a different classification without the consent of the employee, except in cases of discipline or incompetence in which case the transfer may be grieved, or in accordance with other provisions of this agreement.

There shall be no reduction in salary for anyone transferred to a different classification.

- 6.08 Where an employee accepts a promotion within the bargaining unit and *Maclean's* determines within three (3) months following the promotion that the employee is unsuitable for the new position, the employee shall be returned to his/her former position at his/her former salary.

- 6.09 At *Maclean's* discretion and with prior approval, *Maclean's* shall pay the cost of educational courses or professional seminars which will improve the skills of the employee in the employee's present job.

At *Maclean's* discretion and with prior approval, *Maclean's* shall pay up to one hundred per cent (100%) of the cost of



educational courses or professional seminars which will train the employee for promotion or transfer to other positions.

An employee shall submit his or her written request to his or her immediate supervisor or their designate with a copy to the Editor for prior approval.

*Maclean's* will not exercise its discretion in a manner which is arbitrary, discriminatory or in bad faith.

Payment will be made upon successful completion of the course. However, there may be cases in which *Maclean's* will consider advance payment of course fees.

Where an employee voluntarily leaves the employ of *Maclean's* at any time within six (6) months of receiving a discretionary payment above, he or she shall be obligated to repay to *Maclean's* a pro-rata share of that payment calculated as per Article 6.06 (3), substituting the number "6" for the number "18" in the formula.

Where *Maclean's* requires an employee to take a course, *Maclean's* shall pay the cost of such course in advance.

When *Maclean's* requires an employee to undertake language training in either of Canada's official languages, such training shall be done on *Maclean's* time.

## **ARTICLE 7 - HOLIDAYS**

7.01 Each employee on the active payroll of *Maclean's* shall be entitled to the following holidays without loss of salary:

- 1) New Year's Day;
- 2) Family Day;
- 3) Good Friday;
- 4) Victoria Day;
- 5) Canada Day;
- 6) Civic Holiday;
- 7) Labour Day;

- 8) Thanksgiving Day;
- 9) Christmas Day;
- 10) Boxing Day;
- 11) 2 Floating Holidays -- as agreed between the employee and *Macleans*;

All holidays will be taken on the day of the holiday, except for Canada Day. When Canada Day falls on a Monday or Tuesday the holiday will be taken on the Monday.

When the holiday as designated above falls on the employee's regular day off, the holiday will be taken on the employee's first regularly scheduled day of work following the holiday as designated above.

*Macleans* shall give consideration to employee requests to substitute another day for the holiday.

7.02 An employee who is authorized to work on a holiday as designated above shall be paid at the rate of one and one-half (1 1/2) times his/her normal hourly rate for each hour worked, with a minimum of a full day's pay at such rate and either, at the option of the employee:

- (a) another day off by mutual consent; or
- (b) his/her regular pay for that day.

7.03 Employees normally scheduled to work on a day on which a paid holiday occurs shall be entitled to the holiday without loss of salary.

7.04 An employee may take the recognized holidays of his/her religion and/or, when family considerations demand, take time off for recognized religious holidays of his/her spouse, provided the employee's supervisor receives a request for such time off at least two (2) weeks in advance. Such time off shall be deducted from accumulated time or vacation time or taken as unpaid leave, at the option of the employee or, if mutually agreed to by *Macleans* and the employee, taken from holiday time.

## ARTICLE 8 - VACATIONS

- (a) Employees who will have completed specified periods of service by December 31st of each year shall receive an annual vacation with pay on the following basis:

After 1 year of continuous service until 5 years of continuous service - 3 weeks annually Between 6 and 9 years of continuous service – add one day of vacation each year After 10 years of continuous service - 4 weeks annually Between 11 and 14 years of continuous service – add one day of vacation each year After 15 years of continuous service until 20 years of continuous service – 5 weeks Between 21 and 24 years of continuous service – add one day of vacation each year In the year in which an employee will have completed 25 years of continuous service and beyond, the employee shall receive a sixth week of annual vacation with pay.

- (b) Employees who will have less than one year of continuous service by December 31 shall receive annual vacation with pay of one and one-quarter (1 1/4) days for each full month of service up to a maximum of fifteen (15) days.

- (c) For the purpose of this Article 8.01, an employee who has previously been employed on a permanent full-time basis by Rogers Publishing Limited and has terminated that employment for any reason shall be credited with their entire previous service as a permanent full-time employee of Rogers Publishing Limited provided that the employee has completed at least one year of current continuous service by December 31.

8.02 Vacations shall be arranged according to length of service at *Maclean's*. In no event shall an employee be required to take vacations prior to June 1<sup>st</sup> or after Labour Day. Employees entitled to more than three weeks' vacation may be required to take vacation in excess of three (3) weeks outside of this period.

- 8.03 An employee whose vacation time includes a holiday shall receive an additional day of vacation in lieu of the holiday.
- 8.04 If an employee has not scheduled all of his or her vacation by Labour Day, Article 8.02 will not apply, and *Maclean's* shall contact the employee to schedule such vacation at a mutually agreeable time. In the event of extenuating circumstances, carryover of vacation may be arranged by mutual consent. Such consent shall not be unreasonably withheld.
- 8.05 Upon termination of employment an employee (or the employee's estate in the case of death) shall receive any accrued vacation pay.
- 8.06 If requested seven (7) days prior to commencement of vacation an employee will be paid vacation pay in advance for that scheduled period of vacation.
- 8.07 Any time owing accumulated by the employee may, by mutual consent, be added to the vacation period.
- 8.08 Vacation entitlement for employees on an unpaid leave of absence which exceeds four (4) weeks, except for employees on maternity, parental or adoption leave, shall be reduced on a pro-rata basis.

## **ARTICLE 9 - SICK LEAVE AND MEDICAL BENEFITS**

- 9.01 Sick leave with pay shall be granted to employees in accordance with past established practice at *Maclean's* Magazine.
- 9.02 No deductions for sick leave shall be made from overtime or vacation credited or to be credited to the employee. In case of continuous sickness in excess of two (2) months, vacation entitlement may be subject to pro-rating for any amount of sick leave in excess of two (2) months.

## ARTICLE 10 - BENEFIT PLANS

10.01 All *Maclean's* employees shall be entitled to participate in the Rogers Publishing Limited Benefit plans, including, without limiting the foregoing:

- (a) the medical/dental plan;
- (b) long-term disability plan;
- (c) Rogers Employee Share Accumulation Plan;
- (d) pension plan;
- (e) life insurance;

on the same terms and conditions as other Rogers Publishing Limited Employees

## ARTICLE 11 - LEAVES OF ABSENCE

11.01(a) Upon request and reasonable notice, *Maclean's* shall grant an employee an unpaid leave of absence of up to two (2) weeks for good and sufficient cause. Granting of such leave shall not be unreasonably withheld.

However, *Maclean's* is not obligated to grant leaves under this article to employees with less than 12 months service unless the leave is requested for urgent personal matters.

- (b) In considering requests for unpaid leaves of more than two weeks, *Maclean's* shall give priority to leave requests for education or professional development. However, all unpaid leaves of absence of more than two (2) weeks in duration shall be at *Maclean's* discretion.
- (c) *Maclean's* shall reply to requests for such leaves within three (3) weeks of receipt of the request, including the reasons for denial, should denial occur.
- (d) Such leaves shall not constitute termination of continuity of service for purposes of this agreement and time spent on such leaves shall not be considered as service time.

11.02 An employee returning from an unpaid leave of absence of up to three (3) months or from maternity, parental or adoption leave shall be reinstated in his/her previous position. An employee returning from an unpaid leave of absence of longer than three (3) months, except for maternity, parental or adoption leave, shall be reinstated in the same or a comparable position.

However, any employee on a leave of more than three (3) months shall confirm in writing his/her intent to return to work between four (4) and six (6) weeks prior to the expiration of the leave. Where *Maclean's* informs the employee in writing of the obligation to provide such confirmation and the consequences of a failure to provide such confirmation and the employee fails to do so, then *Maclean's* will not be obligated to reinstate the employee in the same or comparable position, but may reinstate the employee to any position.

During unpaid leaves up to two (2) months in duration, employees shall continue to accrue service credits for the purposes of any salary increases or review to which the employee may be entitled.

11.03(a) A leave of absence upon request and with a minimum of two (2) weeks' notice, shall be granted to an employee elected or appointed delegate to conventions of the Communications, Energy and Paperworkers Union of Canada (CEP), CLC, AFL-CIO, or any organization with which CEP is affiliated, and to a delegate to special meetings called by the CEP, or by a branch thereof or by an organization with which CEP is affiliated. Such leaves shall not exceed more than a total of six (6) weeks in any one calendar year.

(b) An employee designated by the Guild to attend a negotiating meeting or other meeting between *Maclean's* and the Guild, shall be released for that purpose, without pay.

11.04 If an employee is required to serve as a juror in any court of law or is required by subpoena to attend any judicial

proceedings, he or she shall not lose his or her regular pay because of such attendance if he or she:

- (a) advises the Editor or his or her designate immediately after he or she is notified of the requirements that he or she attend court;
- (b) if requested, proves that he or she is required to attend;
- (c) reports back to his or her immediate supervisor if he or she is released during his or her normal working hours.

In the event an employee on probation is subpoenaed or required to serve on a jury, his or her probationary period may be extended to cover the period of his or her absence.

11.05 An employee will be allowed up to three (3) working days off with pay for the purpose of arranging and attending the





immediate family defined as being spouse, parents, grandparents, children, grandchildren, sisters, brothers, father-in-law and mother-in-law.

For purposes of this article only, spouse shall include:

- (i) a common-law relationship as recognized under the Family Law Reform Act and
- (ii) a partner in an established same-sex relationship which has existed for at least one year.

Upon request, bereavement leave with or without pay may be granted or extended in special circumstances not covered by this Agreement.

11.06 If an employee is conscripted into the Canadian Forces, or enlists in the Armed Forces in time of war, he or she shall be granted a leave of absence without pay and/or benefits for the duration of the period of required military service. Upon release from the Canadian Forces, he or she shall continue in the employment of *Macleans* at a salary no less than he or she would have received had employment with *Macleans* been continuous.

11.07 For the first six months of maternity, parental or adoption leave, and unpaid leaves up to two (2) months in duration, *Macleans* will continue to pay the premiums of the benefit plans to which the employee is entitled and to the extent the employee has been receiving those benefits immediately prior to the leave. An employee seeking benefit coverage under this Article shall pay his or her portion of the costs of those benefit plans before commencing said leave.

11.08 Employees shall be entitled to maternity leave in accordance with the Employment Standards Act (Ontario). Adoption or parental leave shall be granted on the same basis and to the same extent as maternity leave. *Macleans* will consider applications for maternity, parental or adoption leave to a maximum total leave of twelve (12) months, and such leave will not be unreasonably withheld. *Macleans* may limit

maternity, parental or adoption leave to one parent at a time and a combined maximum of twelve (12) months should both parents be employees of Rogers Publishing Limited.

No employee shall be discriminated against on account of pregnancy. An employee will not be required to commence a maternity leave prior to the date requested by the employee in consultation with her physician.

The Employer will establish a supplemental unemployment benefit (SUB) plan effective January 15, 1993, or as soon thereafter as all necessary rulings and approvals, including those required to allow the Employer to deduct all SUB payments for income tax purposes are received. The SUB plan will provide a payment to an employee on pregnancy leave for the birth of her child who has applied for and qualifies for pregnancy benefits under the Employment Insurance Act, equal to the amount of the weekly Employment Insurance benefit she will receive, and paid for each of the two (2) weeks in her waiting period under the Employment Insurance Act. An employee who terminates employment during or at the conclusion of pregnancy leave, or less than one (1) month after completing such a leave shall reimburse the employer for any SUB benefits which she has received.

11.09 During the first twelve (12) months of maternity, parental or adoption leave:

- (a) continuous service shall continue to accumulate,
- (b) credited service for the purposes of benefit plans listed in Article 10, except the pension plan, shall continue to accumulate,
- (c) leave time shall count as time worked for the purposes of vacation entitlement and vacation accrual.

11.10 In the case of illness or injury to a child or dependent of the employee, when there is no one at home, other than the employee to care for the needs of the ill or injured child or

dependent, *Maclean's* will give consideration to requests from the employee for time off with or without pay.

- 11.11 An employee returning from pregnancy leave may, at least three weeks prior to her scheduled return date, apply in writing to the editor to have her work week reduced to not less than 30 hours per week for a period of up to six months. Such request shall not be unreasonably denied. The employee's wage shall be pro-rated in accordance with the temporary reduction in hours. Hours worked in excess of 30 hours per week, up to the work week, set in Articles 4.02 or 4.03, as the case may be, shall be paid at straight time. This arrangement may be extended by mutual agreement.
- 11.12 *Maclean's* and the Guild agree to a self-funded Voluntary Leave Plan as set out in Appendix "A".
- 11.13 Leaves with pay for family responsibilities shall be granted to employees in accordance with past established practice at *Maclean's*.

## **ARTICLE 12 - EXPENSES AND EQUIPMENT**

- 12.01 Where *Maclean's* requires an employee to use his or her automobile in the service of *Maclean's*, the employee will be compensated at the appropriate corporate mileage rate as determined from time to time.
- 12.02 Staff photographers may be required to supply the equipment necessary for performance of his or her duties in the service of *Maclean's*. In such circumstances, *Maclean's* shall pay staff photographers a rental fee of \$175.00 per month and will reimburse staff photographers for maintenance and insurance expenses incurred on equipment necessary for the performance of his or her duties in the service of *Maclean's*.
  - (a) *Maclean's* shall continue its policy of supplying meals on Monday and Tuesday and on working holidays.

(b) An employee who is required to work late on a day when meals are not supplied shall, with the approval of his/her supervisor, be reimbursed for the cost of dinner.

12.04 An employee required to report to work or leave work between 9:00 p.m. and 7:00 a.m. (9:00 a.m. Sundays) shall be entitled to reimbursement for taxi fare.

### **ARTICLE 13 - GRIEVANCE PROCEDURE**

(a) It is the intent of this Agreement to adjust as quickly as possible any complaints or differences between the parties arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable.

(b) A claim by a non-probationary employee that he or she has been unjustly disciplined may be processed as a grievance.

13.02 It is understood that an employee has no grievance until he or she has first given his or her immediate supervisor an opportunity to deal with his or her complaint. Such complaint must be discussed with the immediate supervisor within fifteen (15) working days after the circumstances giving rise to the complaint have occurred or ought reasonably to have come to the attention of the employee. If the complainant is not satisfied with the reply of the immediate supervisor, which reply shall be communicated to the complainant within five (5)

working days, the complainant may file a written grievance in



manner and sequence:

### **STEP #1**

The employee must submit a written grievance signed by him or her to his or her immediate supervisor within ten (10) working days after he or she has received the reply to his or her complaint. The nature of the grievance, its particulars and the remedy sought shall be specifically set out in the grievance. The supervisor will render his or her decision in writing within ten (10) working days following the day on which the grievance was presented to him or her. Failing settlement, then:

### **STEP #2**

Within ten (10) working days following the decision under Step #1, the employee must submit the written grievance to the Editor or his or her designate, and in cases where the Editor or his or her designate is the grievor's immediate supervisor, then to the Editor. The Editor or his or her designate will render his or her decision in writing within ten (10) working days from the date on which the written grievance was presented to him or her. Failing settlement, then such grievance may be submitted to arbitration as set forth in Article 13.06. If no written request for arbitration is received within twenty (20) working days after the decision under Step #2, it shall be deemed to have been settled and not eligible for arbitration.

- 13.03 The employee at his or her option may be accompanied and represented by a steward at each stage of the grievance procedure, including the complaint stage set out in Article 13.02.
- 13.04 Any grievance not submitted within a time limit, or not advanced by the grieving party within the time limits provided for at any step of the grievance procedure, shall be deemed to have been withdrawn. No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure. Where no answer



is given within the time limits specified in the grievance procedure, the grieving party shall be entitled to submit the grievance to the next step in the grievance procedure. The time limits set out in the grievance and arbitration procedure contained herein may be extended by mutual agreement of the parties.

## **EMPLOYER AND UNION GRIEVANCES**

- (a) The Union shall have the right to file a policy grievance under this Agreement.
- (b) Such grievance, specifically stating the nature of the grievance, its particulars and the remedy sought, must be submitted in writing by the Union to the Editor or his or her designate at Step #2 of the grievance procedure within fifteen (15) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the Union.
- (c) *Maclean's* shall have the right to file a grievance alleging a violation of the collective agreement at Step #2 of the grievance procedure by presenting the grievance directly to the Union. Such grievance shall be filed within fifteen (15) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of *Maclean's*.

13.06 In the event the grievance has not been satisfactorily settled under the foregoing Grievance Procedure, the matter may, by notice in writing given by either party be referred to arbitration as hereinafter provided.

The notice of the party referring the decision to arbitration shall contain the names of three (3) neutral persons, any one of whom it is prepared to accept as Arbitrator. The recipient of the notice shall within ten (10) days advise the other party of either its acceptance of one of the proposed persons as the Arbitrator or shall suggest the names of other neutral persons it proposes to act as Arbitrator. If the recipient of the notice fails to respond, or if the two (2) parties fail to agree upon a

neutral person to act as Arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party. The Arbitrator shall hear and determine the matter and shall issue a decision. The decision shall be final and binding upon the parties and upon any employee affected by it.

Either party may, in the correspondence contemplated under Article 13.06 notify the other party of its desire to proceed before a Board of Arbitration. In such circumstances an Arbitrator selected in accordance with article 13.07 shall be appointed as chair of the Arbitration Board. Each party shall be responsible for naming its own nominee to the Arbitration Board and will advise the other party and the Chair of the name of its nominee no later than ten (10) days prior to the date scheduled for the hearing. Where the parties have agreed to a Board of Arbitration, references in this Article to Arbitrator will be read to mean Arbitration Board, where appropriate.

- 13.07 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 13.08 The arbitration board shall not have jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement.
- 13.09 Each of the parties hereto will bear the fee and expenses of the arbitrator appointed by it and the parties will equally share the fees and expenses of the chairman of the arbitration board, and the arbitration award shall be binding on both parties and any employee involved.
- 13.10 No monetary adjustment shall be made retroactive to a date more than thirty (30) days prior to the date the first complaint was made to *Maclean's*. Any monetary adjustment will be reduced by any employment income received by the grievor for the period applicable from anyone other than *Maclean's* in mitigation of the grievor's monetary loss, including payments from Employment Insurance and the WSIB. *Maclean's* shall provide proof of any repayments to the Employment

Insurance Commission and the WSIB to the employee and the Guild.

- 13.11 The discharge of a probationary employee may be submitted to a grievance, subject to the standard set out in Article 6.03. A claim by an employee who has properly completed his or her probationary period and who has been discharged, that he or she has been unjustly discharged shall be lodged at Step #2 of the grievance procedure within five (5) days after the employee ceases to work for *Maclean's*.

The parties may agree to a single arbitrator to hear a dismissal grievance.

- 13.12 Where two or more employees have the same complaint arising out of the same fact situation they may file a group grievance following the complaint procedure to be treated as one grievance covering the complaining employees.

## **ARTICLE 14 - JOB SECURITY**

- (a) There shall be no dismissal or discipline of a non-probationary employee except for just cause. An employee dismissed for just cause shall be notified of the reasons in writing with a copy to the Guild.
- (b) *Maclean's* shall give the employee a copy of all written discipline.
- (c) An employee who is to be disciplined or dismissed shall be given the option of having a union representative who is a member of the bargaining unit present during the disciplinary or dismissal meeting.
- (d) In determining the level of discipline for an employee who has had thirty (30) consecutive months of active employment without any discipline, *Maclean's* may not rely on discipline received by that employee prior to the 30 consecutive month period.

During a grievance concerning the discipline or discharge of an employee, the employee or the Guild may, upon request, read and be provided copies of material in the employee's personnel file, or any other records *Maclean's* relies on or intends to rely on to support the discipline.

14.02 A non-probationary employee who is laid off indefinitely shall be given either six (6) weeks notice or notice under the Employment Standards Act, whichever is greater. Such employee may be given payment in lieu of notice.

14.03(a) *Maclean's* recognizes its responsibility to an employee who has a long continuous service record and agrees to give consideration to the length of service of an employee for lay off and rehire.

(b) In the event of a layoff from the classifications listed in Article 4.01(2), employees will be dismissed in reverse order of continuous service within each classification, provided that those employees remaining are qualified and capable of performing the work.

14.04(a) Continuous service, for the purposes of this Agreement, shall be determined from the last date of full-time employment with Rogers Publishing Limited.

(b) Notwithstanding 14.04(a), employees hired after December 31, 1990 shall, for purposes of Article 14 only, have continuous service determined from their last date of full-time employment with *Maclean's*.

14.05 An employee shall lose all service and he or she shall be deemed to have resigned if he or she:

- (a) leaves of his or her own accord or is retired;
- (b) is dismissed and the dismissal is not reversed through the grievance and arbitration procedure;
- (c) is laid off for a period of more than two (2) years.
- (d) fails to return to work upon the termination of an authorized leave of absence;

- (e) fails to return to work within three (3) weeks after being offered employment in the classification from which he/she was laid off. The offer shall be sent by registered mail, and the three (3) weeks shall run from the date on which the letter containing the offer was registered.
  
- (a) Where *Macleans* determines to discontinue a full-time position, it shall first consider all the employees in the classification in question and shall lay off the employee who has the least skill, ability, qualifications and experience. If two (2) or more employees have relatively the same skill, ability, qualifications

and experience, then *Maclean's* shall lay off the employee



- (b) *Maclean's* will transfer an employee who has received notice of layoff into a vacant position if the employee so requests, has yet to be laid off, and is competent to perform the duties of the position.
- 14.07 Where employees are to be laid off and other employees within the same classification choose to voluntarily resign, the number of employees to be laid off from the classification shall be reduced by the number of employees who resign from the classification. An employee who resigns under such circumstances shall be entitled to severance pay.
- 14.08 An employee who is not laid off and who is assigned new job duties as a result of a staff reduction shall suffer no loss in salary and shall be instructed where necessary in the new job duties during normal working hours.
- 14.09 Group 2 employees only who are laid off shall have their names placed on a rehire list. The employee's name shall remain on the rehire list until two (2) years from the date of layoff or rehire by *Maclean's*, whichever occurs first.
- 14.10 Unless *Maclean's* advises that such rehire will cause a layoff, *Maclean's* shall not hire or promote into a classification without first offering such position:
- (a) to a person on the rehire list who at that time is laid off from the classification, provided he or she is qualified to perform the requirements of the job, and
  - (b) if no one is laid off from the classification, to a person on the rehire list who is laid off from a higher-rated classification and who is qualified and able to immediately and satisfactorily perform the requirements of the job.

Where *Maclean's* is rehiring under (a) or (b) above and there are two or more persons under (a) or two or more persons under (b), then in order of the "(a)" group first and the "(b)"



group second, *Macleans* shall rehire the employee with the longest continuous service.

A person on the rehire list who accepts employment in a lower classification shall not lose the priority provided by his/her service for an opening in the classification from which he/she was laid off.

- 14.11 An employee rehired under Article 14.10 to the classification from which the employee was laid off shall be paid at least the applicable minimum for the classification and no less than the salary the employee was earning at the time of layoff.

An employee rehired under Article 14.10 to a lower-rated classification than the employee was working in before the layoff shall be paid at least the top minimum salary for the classification into which the employee is rehired.

- 14.12 The Guild shall be given 5 business days notice prior to the employee being notified of layoff. Within 3 business days following such notice to the employee and prior to the payout of severance, *Macleans* shall meet with the Guild or with the Guild and the employee to discuss the timing and structure of the severance payout.

- 14.13 If *Macleans* plans to introduce new changes in equipment or methods which will directly:

- (a) cause layoffs (other than layoff of probationary employees at the time the notice is given), or
- (b) result in the creation of new job classifications, or
- (c) alter significantly job content of existing classifications, *Macleans* will advise the Guild at least three (3) months in advance of the introduction of any such change. Thereafter, if the Guild so requests in writing to the Editor, *Macleans* will provide the Guild with available data regarding the change and meet with the Guild to discuss the changes and the prospects for relocation of

employees affected. The above notice shall provide the Guild with all available details of the type of equipment, time, procedures, training and transfers proposed for the introduction of such new or modified equipment or processes, and any changes in these details may be subject to discussion between representatives of the Guild and *Maclean's*. *Maclean's* will endeavour to effect by attrition any reductions in staff necessitated by the introduction of new equipment or methods.

Employees in classifications affected by the introduction of new equipment or methods, who are not laid off, shall not suffer a reduction in salary. In the event a layoff becomes necessary, *Maclean's* shall give the Guild and the affected employee at least two (2) months' notice of the layoff.

- 14.14 Where an employee is assigned new job duties pursuant to 14.13(c) or reassigned to another classification pursuant to 14.13 (b) above, *Maclean's* will provide instruction and a period of familiarization covering the new duties.
- 14.15 Whenever the work force is reduced below normal because of vacations, holidays, sick leave or leaves of absence, *Maclean's* shall where practicable hire sufficient additional employees to prevent an unreasonable increase in the work load.
- 14.16 There shall be no dismissals as a result of this contract coming into force.

## **ARTICLE 15 - SEVERANCE PAY**

- 15.01 A non-probationary employee who is dismissed other than for cause will be given severance in the amount of one week of severance for each four (4) months of continuous service to a maximum of seventy (70) weeks. An employee shall be entitled to severance as provided under this Agreement or under the Employment Standards Act, whichever is greater, and severance under this Agreement is not in addition to severance under the Employment Standards Act.

No employee shall be required to return severance pay unless he or she is rehired by *Maclean's* before the expiry of the number of weeks of severance paid.

15.02 For purposes of severance pay entitlement under 15.01 above, an employee's service shall be calculated by subtracting from the employee's service, as calculated in Article 14, all service for which the employee is in receipt of severance pay.

**ARTICLE 16 - WAGES**

(a) The following minimum salaries shall be in effect in the classifications listed below. Movement from one rate to the next after each year in the classification shall not be unreasonably withheld. An employee shall be classified as to job title and salary rate at the time of employment, transfer or promotion.

**Rates for 2011 are effective Jan. 1, 2011 Rates for 2012 are effective Jan. 1, 2012, Rates for 2013 are effective Jan. 1, 2013**

**MACLEANS EDITORIAL -SALARY GRID**

	Start	After 1 Year	After 2 Years	After 3 Years
<b>Editorial Assistant</b>				
<b>2011</b>	35,759	36,814	37,903	
<b>2012</b>	36,385	37,458	38,566	
<b>2013</b>	37,022	38,114	39,241	
<b>Receptionist</b>				
<b>2011</b>	33,820	34,799	35,821	
<b>2012</b>	34,412	35,408	36,448	
<b>2013</b>	35,014	36,028	37,086	
<hr/>				
<b>PHOTO DEPARTMENT</b>				
<b>Assistant Photo Editor</b>				
<b>2011</b>	39,894	41,288	42,745	44,256
<b>2012</b>	40,592	42,011	43,493	45,030

<b>2013</b>	41,302	42,746	44,254	45,818
<b>Associate Photo Editor, Assistant Photo Editor/Photographer</b>				
<b>2011</b>	47,587	49,270	51,084	52,580
<b>2012</b>	48,420	50,132	51,978	53,500
<b>2013</b>	49,267	51,009	52,888	54,436
<b>Photographer, Associate Photo Editor/Photographer</b>				
<b>2011</b>	67,514	69,867	72,299	74,824
<b>2012</b>	68,695	71,090	73,564	76,133
<b>2013</b>	69,897	72,334	74,851	77,465

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**ART DEPARTMENT**

**Designer**

<b>2011</b>	46,921	48,395	49,973	51,607
<b>2012</b>	47,742	49,242	50,848	52,510
<b>2013</b>	48,577	50,104	51,738	53,429

**Senior Designer**

<b>2011</b>	58,095	59,875	61,719	63,626
<b>2012</b>	59,112	60,923	62,799	64,739
<b>2013</b>	60,146	61,989	63,898	65,872

**Design Co-ordinator**

<b>2011</b>	60,876	62,907	65,012	67,253
<b>2012</b>	61,941	64,008	66,150	68,430
<b>2013</b>	63,025	65,128	67,308	69,628

**Assistant Art Director**

<b>2011</b>	67,514	69,865	72,300	74,824
<b>2012</b>	68,695	71,088	73,565	76,133
<b>2013</b>	69,897	72,332	74,852	77,465

**Associate Art Director**

<b>2011</b>	71,049			
<b>2012</b>	72,292			
<b>2013</b>	73,557			

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**COPY DEPARTMENT**

**Copy Editor**

<b>2011</b>	40,603	41,965	43,322	44,681
<b>2012</b>	41,314	42,699	44,080	45,463
<b>2013</b>	42,037	43,446	44,851	46,259

**Associate Copy Editor**

<b>2011</b>	44,487	45,815	47,182	48,604
<b>2012</b>	45,266	46,617	48,008	49,455
<b>2013</b>	46,058	47,433	48,848	50,320
<b>Chief Copy Editor</b>				
<b>2011</b>	56,729	58,005	59,725	61,501
<b>2012</b>	57,722	59,020	60,770	62,577
<b>2013</b>	58,732	60,053	61,833	63,672
<hr/>				
<b>LIBRARY</b>				
<b>Library Clerk</b>				
<b>2011</b>	33,819	34,799	35,820	
<b>2012</b>	34,411	35,408	36,447	
<b>2013</b>	35,013	36,028	37,085	
<b>Library Technician</b>				
<b>2011</b>	38,091	39,225	40,399	41,616
<b>2012</b>	38,758	39,911	41,106	42,344
<b>2013</b>	39,436	40,609	41,825	43,085
<b>Librarian</b>				
<b>2011</b>	50,660	51,935	53,654	55,433
<b>2012</b>	51,547	52,844	54,593	56,403
<b>2013</b>	52,449	53,769	55,548	57,390
<b>Chief Librarian</b>				
<b>2011</b>	59,255	61,129	63,069	65,077
<b>2012</b>	60,292	62,199	64,173	66,216
<b>2013</b>	61,347	63,287	65,296	67,375
<hr/>				
<b>MISCELLANEOUS</b>				
<b>Production</b>				
<b>Superintendent/Systems</b>				
<b>Co-ordinator</b>				
<b>2011</b>	52,292	54,025	55,817	57,672
<b>2012</b>	53,207	54,970	56,794	58,681
<b>2013</b>	54,138	55,932	57,788	59,708
<hr/>				
<b>RESEARCH</b>				
<b>Researcher/Reporter</b>				
<b>2011</b>	46,891	48,291	49,745	51,258
<b>2012</b>	47,712	49,136	50,616	52,155
<b>2013</b>	48,547	49,996	51,502	53,068
<b>Deputy Chief Researcher</b>				
<b>2011</b>	52,955	54,638	56,449	58,335
<b>2012</b>	53,882	55,594	57,437	59,356
<b>2013</b>	54,825	56,567	58,442	60,395

<b>Chief of Research</b>				
<b>2011</b>	60,778	62,655	64,530	66,466
<b>2012</b>	61,842	63,751	65,659	67,629
<b>2013</b>	62,924	64,867	66,808	68,813

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**WRITERS & EDITORS**

**Staff Reporter**

<b>2011</b>	33,895	39,109
<b>2012</b>	34,488	39,793
<b>2013</b>	35,092	40,490

**Assistant Editor**

<b>2011</b>	57,115	58,975
<b>2012</b>	58,115	60,007
<b>2013</b>	59,132	61,057

**Associate Editor**

<b>2011</b>	62,392	64,566	66,814	69,145
<b>2012</b>	63,484	65,696	67,983	70,355
<b>2013</b>	64,595	66,846	69,173	71,586

**Senior Editor**

<b>2011</b>	83,699
<b>2012</b>	85,164
<b>2013</b>	86,654

**Senior Writer**

<b>2011</b>	83,699
<b>2012</b>	85,164
<b>2013</b>	86,654

\*\*\* Note: Editorial Apprentice -

2011	22,838
2012	23,238
2013	23,645

1601 (b) Effective January 1, 2011, each employee in the bargaining unit shall receive an increase in his/her rate which is the greater of:

- (i) the new applicable salary minimum, or
- (ii) one and one half per cent (1.5%),

16.02 Effective January 1, 2012, each employee in the bargaining unit shall receive an increase in his/her rate which is the greater of:

- (i) the new applicable salary minimum, or
  - (ii) one and three quarters percent (1.75%),
- 16.03 Effective January 1, 2013, each employee in the bargaining unit shall receive an increase in his/her rate which is the greater of:
  - (i) the new applicable salary minimum, or
  - (ii) one and three quarters percent (1.75%)
- 16.04 An employee assigned to work in a higher bargaining unit classification shall be entitled to be paid the minimum of the higher classification if such assignment meets the following criteria:
  - (1) at the time of the assignment the employee has, in that calendar year, worked in the higher classification a cumulative total of at least four (4) weeks.
  - (2) The assignment is for a period of at least one (1) day.
- 16.05 An employee assigned to work in a classification excluded from the bargaining unit shall be entitled to be paid his or her regular salary plus at least ten per cent (10%) if such assignment meets the following criteria:
  - (i) at the time of the assignment the employee has, in that calendar year, worked in that classification a cumulative total of at least four (4) weeks.
  - (ii) The assignment is for a period of at least one (1) day.
- 16.06 There shall be no reduction in salaries.
- 16.07 The minimum salaries established herein are minimums only, and *Macleans* shall have the sole right to determine which employees shall receive salary increases above the minimum rates and the amount of each such increase. All employees shall be considered once a year for increases above the minimums.

- 16.08 Where *Maclean's* introduces a new bargaining unit classification, *Maclean's* shall advise the Guild of the generalities of the classification and, if requested, meet with the Guild to discuss the rates of the new classification prior to filling the position.
- 16.09 *Maclean's* shall continue to pay salaries Bi-Weekly.
- 16.10 An employee promoted to a higher classification shall receive at least the minimum in that new classification, next higher than the employee's salary in the classification from which the employee advanced.

## **ARTICLE 17 - HEALTH AND SAFETY**

- 17.01(a) *Maclean's* shall provide safe, properly lighted and ventilated work conditions consistent with its obligations under the Ontario Occupational Health and Safety Act. Employees are encouraged to bring matters of safety to the attention of their supervisor and, failing resolution of the matter, to the Editor or his or her designate.
- (b) *Maclean's* and the Guild agree to put into place a health and safety committee comprised of four (4) *Maclean's* employees, two (2) of whom shall be from the bargaining unit. The committee shall have the power to identify situations that may be a source of danger or hazard to employees, and recommend corrective measures to *Maclean's*. Guild representatives to the committee shall be afforded reasonable time off with no loss of pay as is necessary to transact activities within the scope of the committee.

## **ARTICLE 18 – MISCELLANEOUS**

- 18.01 *Maclean's* agrees to provide two (2) suitably placed bulletin boards for the use of the Guild, one at *Maclean's* main office and one in the Ottawa bureau.



18.02 Where an employee is given a right under this Agreement he or she may be assisted and represented by the Guild in pursuit of that right.

18.03 Employees shall be free to engage in journalistic activities for other media, provided such activities do not result in any conflict of interest and do not, without permission, exploit the employee's connection with *Maclean's*.

Articles, proposals for articles or photograph proposals written or taken by employees shall first be offered to *Maclean's* and *Maclean's* must exercise its right of refusal within a reasonable time considering the nature of the material.

Where *Maclean's* has rejected an article, a proposal for an article or photograph proposal, the employee, with the consent of *Maclean's*, may submit it to another publication. *Maclean's* consent may be withheld when:

- (a) the publication of the material could adversely affect the reputation of the magazine;
- (b) the other publication is in competition with *Maclean's* for readers and/or advertising;
- (c) the publication of the material would compromise journalistic integrity.

Freelance articles or photographs accepted by *Maclean's* shall be purchased within the range of current freelance rates.

18.04 All photographs taken and all articles written by employees of *Maclean's* in the performance of their duties shall become and remain a copyright of *Maclean's* magazine. When an article written by an employee is made available by *Maclean's* to an enterprise, *Maclean's* shall pay to the writer a minimum of 25 per cent of the fee received from the sale of said article, and a minimum of 25 per cent to others in the bargaining unit who worked on the article. *Maclean's* shall provide notice in writing to the employee when such photograph, illustration or article is to be made available to another enterprise.

- 18.05 An editor will determine whether or not a story is to carry a byline, signature or any form of credit. An employee may withdraw such byline, signature or any form of credit. *Macleans* shall attempt to consult with the employee about quotes attributed to the employee prior to publication.
- 18.06 When changes are made that affect the substance of a credited story a reasonable effort will be made to discuss the changes with the employee who wrote the story before publication.
- 18.07 If a question arises as to the accuracy of printed material, no correction or retraction of that material shall be printed until every reasonable effort is made, before publication, to consult the employee concerned.

An employee whose work or person is mentioned in a letter to the Editor shall be informed of such letter and every reasonable effort shall be made, before publication, to consult the employee prior to the publication of the letter.

- 18.08 No employee shall be required by *Macleans* to give custody of or disclose any knowledge, information, notes, records, documents, films, photographs or tapes or the sources thereof to any party other than *Macleans*. *Macleans* agrees that the foregoing shall not be released to any other party until every reasonable effort has been made to discuss the matter with the employee.
- 18.09 If an employee is proceeded against under the law on account of alleged unlawful disclosure of information or his or her refusal to surrender or disclose or authenticate to any party other than *Macleans* and when *Macleans* concurs with the position of the employee in this matter, *Macleans* shall meet all expenses incurred by the employee, such expenses to include fees and expenses of legal counsel selected by *Macleans*, any monetary loss including but not limited to fines, damages, or loss of pay, provided the employee has not knowingly falsified material for publication.

If an employee is charged as a result of performing his/her duties in the course of his/her employment with *Macleans*, *Macleans* then, to the extent permitted by law, shall meet all expenses incurred by the employee, such expenses to include fees and expenses of legal counsel selected by *Macleans*, any monetary loss including but not limited to fines, damages or loss of pay.

If an employee and/or *Macleans* is proceeded against in an action for libel as a result of material published in *Macleans*, *Macleans* shall select and retain legal counsel at *Macleans*'s expense. An employee so represented shall not suffer any loss of pay or other benefit and shall further be made whole to the extent permitted by law including but not limited to fines and/or damages in the action except to the extent that such employee has taken a course of action contrary to the advice of counsel.

- 18.10 There shall be no strikes or lock-outs during the term of this Agreement.
- 18.11 Where this contract provides for mutual consent between the parties, this consent shall not be unreasonably withheld.
- 18.12 It is the practice of *Macleans* not to discriminate. Consistent with this practice and its obligations under the Ontario Human Rights Code, *Macleans* agrees to provide a workplace that is free from discrimination and harassment because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, record of offences, marital status, family status, handicaps or sexual preference.
- 18.13 During an assignment to a War Risk Zone, as defined by the Insurers War Zone Listing, *Macleans* shall, in accordance with Rogers policy provide the employee with:
  - (a) Accidental Death Insurance, (currently \$400,000.00) and
  - (b) Accidental Dismemberment Insurance (currently up to \$400,000.00) It is understood that these amounts may change according to Rogers Policy.

- 18.14 *Maclean's* and the Guild shall establish a joint committee to meet during working hours upon request but not more often than once a month. The committee will consider matters of mutual interest. *Maclean's* will consider and respond to complaints or expressions of concern from Guild representatives on the committee.

## **ARTICLE 19 - INFORMATION**

- 19.01 Upon request *Maclean's* shall supply to the Guild a list containing the following information for each employee:
- (a) name, address and telephone number;
  - (b) date of hire;
  - (c) classification;
  - (d) base salary.
- 19.02 *Maclean's* shall submit with the monthly dues deduction notice of:
- (a) changes in classification and base rate salary changes by reason thereof together with effective dates;
  - (b) resignations, retirements and death;
  - (c) revisions in data listed in Section 19.01.

## **ARTICLE 20 – UNION REPRESENTATION**

- 20.01 Upon seven (7) days notification in writing by the Union, *Maclean's* will recognize duly appointed stewards. Such stewards shall be non-probationary employees.
- 20.02 Upon seven (7) days notification in writing by the Union, *Maclean's* will recognize a Union Bargaining Committee.
- 20.03 During working hours a steward may not attend to a grievance without first obtaining the permission of his or her supervisor. Such permission shall not be unreasonably withheld. Upon returning he or she shall report to his or her supervisor.

20.04 There shall be no interference or attempt to interfere with the operation of the Guild.

**ARTICLE 21 - DURATION AND RENEWAL**

21.01 This Agreement shall become effective on February 10, 2011 and shall remain in effect until December 31, 2013 and shall be renewed automatically from year to year thereafter unless within ninety (90) days of the expiry date either party gives notice of intention to the other party to negotiate a new agreement. The terms and conditions of this Agreement shall continue in effect until a new Agreement has been reached or until conciliation procedures as required by legislation have been completed.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

FOR THE GUILD

FOR MACLEANS MAGAZINE

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**LETTER OF UNDERSTANDING RE: BENEFITS**

*Maclean's* confirms that medical/dental plan coverage under Article 9.03(b) extends to common law relationships as recognized by the Family Law Reform Act.

Dated at Toronto this day \_\_\_\_\_, 2011.

\_\_\_\_\_  
FOR MACLEANS

**LETTER OF UNDERSTANDING RE: SALARY INFORMATION**

*Maclean's* will continue to provide the Guild with individual salary information pursuant to Article 19 as it has in the past.

The Guild undertakes that it will not release information identifying the salaries of individual employees except to employees of the Guild and the Chairperson of the *Maclean's* unit of the Guild except at the time of bargaining a new collective agreement when such information may be released to the Guild bargaining committee.

Dated at Toronto this day of \_\_\_\_\_, 2011.

For the Guild

For *Maclean's*

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**LETTER OF UNDERSTANDING – CEP HUMANITY FUND**

Participation of employees in the CEP Humanity Fund is voluntary. Each employee who elects in writing to participate in the CEP Humanity Fund shall have deducted from his or her wages \$19.92 per year deducted in equal amounts (\$0.83) over 24 pays.

Funds deducted by *Macleans* shall be submitted to the CEP Humanity Fund by the 15th day of the month following the month in which the funds were deducted.

All such employee contributions to the CEP Humanity Fund shall be recorded on the employee's T-4 form.

Dated at Toronto this day of \_\_\_\_\_, 2011.

For the Guild

For *Macleans*

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**LETTER OF UNDERSTANDING RE: VISION CARE**

The Employer agrees to supplement the current vision care benefit by up to \$75 for bargaining unit employees and up to \$40 for eligible family members.

**APPENDIX A**

Employees who have completed a minimum of one (1) year's continuous active full-time employment with *Macleans* shall be entitled to join the self-funded Voluntary Leave Plan.



However, no leave may be taken under this Plan until the employee has at least five (5) years continuous active full-time employment with *Maclean's*.

*Maclean's* agrees for the purposes of the Plan, current service is recognized.

Conditions of the Voluntary Leave Plan (the "Plan") shall be as follows:

1. Employees shall be responsible for the tax consequences of their participation in the Plan and of any failure to comply with the requirements of the legislation or the Plan.
2. The leave shall be for a period of no less than six (6) and no more than twelve (12) months.
3. The employee shall determine the amount to be contributed to the Plan on his or her behalf and shall provide the necessary forms and instructions to the employer. The contribution shall be no more than 33 1/3 per cent of earnings and no less than five per cent of earnings. The contribution, once set, shall remain unchanged for the first three (3) months, at which time the amount contributed may be changed. Thereafter, a change shall only be permitted on the anniversary date of commencing contributions.
4. The funds being deferred shall be held in a trust account, with an institution registered or licensed as required by law, and arranged by the employer. Interest on the Funds, net of any charges levied by the financial institution in connection with the establishment and maintenance of the trust account, shall be paid to the participant(s) annually. All charges levied by the financial institution in connection with the trust account not covered by the interest shall be borne fifty (50) per cent by *Maclean's* and fifty (50) per cent by the participant(s).
5. Funds will be paid from the trust account to the employee on a periodic or lump sum basis during the leave. In the event of the death or termination of the employee prior to payments being made to exhaust the funds for that employee, the balance shall be paid to the employee or at the employee's direction. All

deferred amounts except for amounts previously paid as trust income must be paid to the employee no later than the end of the taxation year commencing after the end of the deferred period.

6. During the leave, benefits other than pension, STD, LTD, vacation accrual and service credits will continue, provided that the employee pays the full cost of such benefits in advance. Vacation entitlement will be reduced on a pro-rata basis for the year in which the leave is taken.

Pension contributions and service credits for the purpose of the pension Plan will accrue as normal throughout the duration of the arrangement. Regardless of the amount of salary deferred, employees will make contributions to the pension Plan based on one hundred (100) per cent of their unadjusted regular earnings during both the deferral and leave periods of the arrangement.

During the deferral period, pension contributions will be deducted at source as normal. Prior to going on leave, the employee will make a payment for all pension contributions in respect of the period of the leave.

7. The employee must give the employer written notice of his or her request for leave under the Plan at least six (6) months prior to the requested start date of his or her intended leave. In addition, the employee shall indicate the period of leave requested and shall confirm, in writing, the return date thirty (30) days in advance of the scheduled return. Leave must be requested no later than five (5) years after the first contribution is made. Leave must be granted no later than six (6) years after the first contribution is made.
8. Selection of employees who apply for a leave pursuant to the terms of the Plan shall be on the basis of first come, first considered, subject to paragraphs 8, 9 and 12. The same principles shall apply in the event that two or more employees request leave for the same period or starting at the same time and all applicants can not be accommodated.
9. An employee shall not be entitled to leave in circumstances where his or her absence might interfere with the normal

business or operations of the Employer. Employees are cautioned that operational requirements are likely to preclude leave being granted to all otherwise eligible employees at their preferred times and that, therefore, employees shall be responsible for ascertaining the availability of leave opportunities and ensuring, to the extent possible, that they shall be able to obtain leave within the parameters of the Plan. No more than two employees (one from each of group I and II) may be permitted leave at any point in time under this Plan. In any event, no more than two employees from group I may be absent on leave under all leave provisions of the collective agreement at any point in time.

Once *Maclean's* agrees that operational requirements can accommodate leave requests, the requested date of departure may be adjusted by up to six (6) months.

Notwithstanding the foregoing, *Maclean's* shall respond in writing no later than one month after receiving a written leave application as to the agreed date of departure.

10. An employee who is absent on leave may be replaced for the full duration of his or her leave by a part-time or temporary employee notwithstanding any limitations or restrictions otherwise applicable under this collective agreement.
11. Following the leave, the employee must return to work for a period of time at least equal to the period of the leave.
12. On return from leave, the employee shall be returned to the job classification in which he or she worked immediately prior to going on leave and at the appropriate rate of pay for that classification. If the employee's position in that classification no longer exists, the employee shall be placed in a comparable position.
13. An employee may not use this self funded Voluntary Leave Plan to extend any other leave.
14. Once having taken leave under these provisions, an employee will be ineligible for a further leave under these provisions until

he/she has accumulated a further five (5) years of continuous full-time active employment with *Macleans*'s.

15. Employees who wish to participate shall execute any documents required to provide for the initiation of the Plan or to give effect to its terms.
16. The employer shall:
  - a.) provide reasonable distribution facilities to assist in the promotion of the Plan;
  - b.) reduce the earnings of participating employees in accordance with the Plan;
  - c.) advise the Administrator of all terminations, deaths and disabilities.
17. The following articles of the collective agreement will apply to employees on leave:

1, 2, 6.01, 6.04 to 6.09, inclusive 8 (subject to the appendix) 10 (subject to the appendix) , 13, 14,(subject to the appendix), 15, 18.02 to 18.09, inclusive and 18.11 and 18.12 and the letter of understanding re: benefit