

COLLECTIVE AGREEMENT

BETWEEN

MACLEAN'S MAGAZINE

(the Employer)

- and -

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

LOCAL 87-M

SOUTHERN ONTARIO NEWSMEDIA GUILD

Part-Time Unit

(the Union)

January 1, 2008 to December 31, 2010

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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, Managing Editor, Executive Editor, Assistant Managing Editor, Deputy Editor, Editorial Director of New Ventures, Editor at Large, Director of Production and Technology, Art Director, Associate Art Director, Director of Photography, Director of Information Services and New Media, Ottawa Editor, Assistant to the Editor, Assistant to the Managing Editor, Manager, Financial Services, new positions in which an employee exercises managerial or confidential functions within the meaning of the Ontario Labour Relations Act, freelance contributors and employees covered by another collective agreement.

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: Editor-in-Chief, Managing Editor, Executive Editor, Assistant Managing Editor, Deputy Editor, Art Director, Associate Art Director, Director of Photography, Director of Information Services and New Media, Editorial Director of New Ventures, Editor at Large.

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 Maclean's has the right to manage the Magazine and all rights shall remain exclusively with Maclean's 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 408 hours worked after his/her date of employment:
- (a) become a member of the Union, or
 - (b) advise the Union 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, each employee shall have the right to revoke his/her election. Such revocation shall be in writing to the Union.

ARTICLE 3 - DUES DEDUCTION

- 3.01 On each pay Maclean's shall deduct from the earnings of each employee covered by this Agreement and pay to the Union not later than the 10th day of the following month the appropriate proportion of Union dues or dues equivalent. Such dues or dues equivalent shall be deducted in accordance with the schedule furnished to Maclean's by the Union. Such schedule may be amended by the Union at any time.
- 3.02 In addition to the foregoing, Maclean's agrees, on written authorization from each employee, to deduct general and special assessments as required by the Union and to pay this amount to the Union, not later than the 10th day of the following month.
- 3.03 Maclean's 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 Maclean's 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 Maclean's 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

- (2) Chief of Research
Deputy Chief Researcher
Researcher/Reporter
Chief Copy Editor
Associate Copy Editor
Copy Editor
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
Editorial Assistant
Library Clerk
Receptionis
Mail Clerk

4.02 (a) The basic hours of work for employees in the bargaining unit shall be 10 hours per day and twenty-four (24) hours per week.

- (b) An employee who works in excess of 10 hours per day or thirty-six and one quarter (36 1/4) hours per week shall be paid at a rate of one and one-half (1 1/2) times the hourly rate of pay for all such hours. Notwithstanding the foregoing, a Researcher/Reporter and Board Reader may be required to work up to 12 hours on a day once per week and overtime shall only be paid in excess of 12 hours on that day. A designer may be required to work up to 12 hours twice per week and shall only be paid overtime in excess of 12 hours on those days.

- 4.03 The employer, before engaging a temporary employee, shall offer a qualified employee in the same classification in this bargaining unit the opportunity to increase their hours when an employee in the full-time unit is absent on vacation or leave of absence, including sick leave and has not been replaced by another employee in the full-time unit. Such increased work time shall not change the status of the employee from part-time to full time.

The employer, before engaging a temporary employee, shall first consider a qualified employee in a different classification in this bargaining unit when an employee in the full-time unit is absent on vacation or leave of absence, including sick leave and has not been replaced by another employee in the full-time unit. Such increased work time shall not change the status of the employee from part-time to full time.

In the application of this article, the employer shall not be required to offer additional hours to an employee that would result in a cumulative total in excess of 44 hours per week for Rogers Media.

- 4.04 The employer shall provide the employee and the Union with a written notice of the expected length of the term of the increased hours at the time the employee is selected to do the work. The term may be extended on the mutual agreement of the Parties.
- 4.05 An employee who works 13 weeks in excess of 24 hours per week in the same classification in a period of 26 consecutive weeks and such hours are not the result of increased hours under Article 4.03 shall become a full-time employee.

ARTICLE 5 – TEMPORARY EMPLOYEES

- 5.01 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 to 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 Union.

Temporary employees shall be covered only by the following articles:

Article I - Recognition

Article 2 - Management Rights and Union Security
Article 3 - Dues Deduction
Article 4 - Hours of Work and Overtime
Article 5 - 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.
- 5.05 Freelance contributors are not covered by the terms and conditions of this Agreement.

ARTICLE 6 - HIRING, TRANSFERS AND PROMOTIONS

- 6.01 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.

The Parties agree that employees covered by this Collective Agreement shall have the right under this Article to apply for a full-time job at Maclean's.

When a Part-time Bargaining unit employee leaves Maclean's, Maclean's will advise the Union within 30 days whether Maclean's plans to replace the employee.

- 6.02 New employees shall be considered probationary employees for the first 408 hours worked of their employment with Maclean's. 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 Union.

Where Maclean's requests an extension of probation, it shall so advise the employee and the Union in advance, giving the reasons for the request and any concerns which Maclean's has about the suitability of the employee. If the Union does not respond before the probation period expires, the probation period shall be extended by one week to give the Union an opportunity to consider the request.

Where the Union does not respond prior to the end of the probation period as extended, the period shall be automatically extended by a further 109 hours worked.

- 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;

- 6.04 Maclean's agrees it will not transfer a person into the bargaining unit if such a transfer will result directly or indirectly in the layoff of an employee. Notwithstanding the foregoing, Maclean's may transfer an employee from the full-time bargaining unit into the part-time unit that results in a layoff only when the junior employee in the part-time unit who is to be displaced was hired after the hiring date of the employee being transferred from the full-time unit.

- 6.05 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 wage rate for anyone transferred to a different classification for a period of one (1) year.

- 6.06 Where an employee accepts a promotion within the bargaining unit and Maclean's determines within 456 hours worked 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 wage rate.

- 6.07 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 with pay

- 1) New Year's Day;
- 2) Good Friday;
- 3) Victoria Day;
- 4) Canada Day;
- 5) Civic Holiday;
- 6) Labour Day;
- 7) Thanksgiving Day;
- 8) Christmas Day;
- 9) Boxing Day;
- 10) One Floating Holidays -- as agreed between the employee and Maclean's;
- 11) Family Day.

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 Canada Day falls on any other day it will be taken on the following Monday.

Notwithstanding the foregoing should there be no magazine published on the week following Canada Day the holiday shall be taken on Canada Day.

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.

Maclean's 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 four (4) hours pay at such rate and seven and one quarter (7 1/4) hours pay at their normal hourly rate.

- 7.03 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 taken as unpaid leave, or, if mutually agreed to by Maclean's and the employee, taken from holiday time.

ARTICLE 8 - VACATIONS

- 8.01 Employees shall be paid vacation pay of four (4) per cent. This amount will be included on the employee's regular pay.
- 8.02 Vacations will be arranged by mutual agreement with preference given to seniority.

ARTICLE 9 - BENEFIT PLANS

- 9.01 Regular part-time employees shall be eligible to participate in the Rogers Benefit Plan on the same terms and conditions as other Rogers Publishing part-time employees. Maclean's sole responsibility shall be to pay the employer's portion of the premium for employees who are eligible to participate in the plan. Eligibility shall be governed by the terms of the plan which shall not be part of the agreement. Decisions made by the insurer are not subject to grievance and/or arbitration under this collective agreement.

ARTICLE 10 - LEAVES OF ABSENCE

- 10.01 (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 month's service unless the leave is requested for urgent personal matters.
- (b) 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.
- (c) 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.
- 10.02 An employee returning from a maternity, parental or adoption leave shall be reinstated in his/her previous position. Should that position no longer exist, the employee shall be reinstated in a comparable position.

An employee returning from an unpaid leave of absence shall be reinstated in his or her previous position 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.

- 10.03 (a) A leave of absence upon request and with a minimum of two (2) weeks' notice, shall be granted without pay to an employee elected or appointed delegate to conventions of the Communications, Energy and Paperworkers Union of Canada (CEP), CLC, 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 Union to attend a negotiating meeting or other meeting between Maclean's and the Union, shall be released for that purpose, without pay.
- 10.04 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 be entitled to up to 24 hours of wages per week should the jury duty be on days when the employee is scheduled to work and the employee:
- (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.

- 10.05 An employee will be allowed up to 24 hours of bereavement leave with pay, provided the bereavement leave falls during a time when the employee is scheduled to work and falls in 3 consecutive days including the date of the funeral of a member of the immediate family: 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.

10.06 For the first twelve months of maternity, paternity or adoption leave, Maclean's 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.

10.07 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. Maclean's 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. Maclean's 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 shall maintain a supplemental unemployment benefit (SUB) plan that provides employees who have been employees for at least six (6) months and who normally work twenty (20) or more hours per week and apply for and qualify for maternity benefits under the Employment Insurance Act with an amount equal to their E.I. payment during the first two (2) weeks of the waiting period under the Employment Insurance Act.

In addition, for employees who earn in excess of the Employment Insurance maximum insurable Earnings, the employer will provide a top-up of the E.I. benefit to fifty-five per cent (55%) of the employee's regular earnings. This top-up only applies to the maternity portion of the leave.

“Normally works twenty (20) Or more hours per week” shall mean scheduled twenty (20) or more hours per week during twenty-one (21) weeks in a twenty-six (26) week period, excluding weeks where the magazine is not published or the employee is absent due to illness related to her pregnancy.

10.08 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.

10.09 In the case of illness or injury to a child or dependant 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 dependant, Maclean's will give consideration to requests from the employee for time off with or without pay.

10.10 Leaves with pay for family responsibility shall be granted in accordance with past established practice at Maclean's.

ARTICLE 11 - EXPENSES AND EQUIPMENT

11.01 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.

11.02 (a) Maclean's shall continue its policy of supplying meals on Monday and Tuesday.

- (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.

11.03 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 12 - GRIEVANCE PROCEDURE

12.01 (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.

12.02 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 the following manner and sequence:

STEP #1 - The employee accompanied by his/her Union Steward 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 Union must submit the written grievance to the Managing Editor, and in cases where the Managing Editor is the grievor's immediate supervisor, then to the Editor. The Managing Editor/Editor 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 12.06. 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.

12.03 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

- 12.04 (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.
- 12.05 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.

Any matter so referred to arbitration shall be heard by an independent arbitrator. 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.

- 12.06 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 12.07 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.
- 12.08 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.
- 12.09 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 Union.
- 12.10 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.
- 12.11 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 13 - JOB SECURITY

- 13.01 (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 Union.
- (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 Union 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.

- 13.02 A non-probationary employee who is laid off indefinitely shall be given a minimum of three (3) week's notice or notice under the Employment Standards Act whichever is greater. Such employee may be given payment in lieu of notice.
- 13.03 (a) In the event of a layoff, Group 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.
- (b) Where *Maclean's* determines to discontinue a part-time position in Group 1, 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, experience and service. If two (2) or more employees have relatively the same skill, ability, qualifications and experience, then *Maclean's* shall lay off the employee with the least continuous service.
- 13.04 (a) For the purposes of layoff under this article continuous service shall be calculated from the date of the most recent regular engagement with Maclean's.
- (b) From the date of ratification of this collective agreement continuous service shall be calculated on the basis of hours worked.
- 13.05 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 one (1) year.
 - (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.
- 13.06 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.

- 13.07 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 for a period of one (1) year and shall be instructed where necessary in the new job duties during normal working hours.
- 13.08 Employees who are laid off shall have their names placed on a rehire list. The employee's name shall remain on the rehire list until one (1) year from the date of layoff or rehire by Maclean's, whichever occurs first.
- 13.09 (a) Before Maclean's hires into a classification, Maclean's shall first offer the position to the person on the rehire list who was last laid off from the classification who is qualified to perform the requirements of the job.
- (b) Should this person refuse the position, the position shall be offered to the next person on the rehire list who is qualified to perform the requirements of the job.
- (c) An employee will be notified of an offer under paragraph (a) or (b) above by courier to his or her last place of residence known to the employer. Such an employee must respond to the employer indicating whether or not they accept the offer within five (5) days of the date of delivery of such notice and provide the employer with a date of return to work within fifteen (15) days of receipt of the notice. An employee who declines an offer under this article will be removed from the recall list and will lose all seniority.
- 13.10 An employee rehired under Article 13.07 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 13.07 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.

- 13.11 Where Maclean's determines to reduce the number of bargaining unit employees through layoff, the Union shall be given 5 business days notice prior to an employee being notified of layoff. Within 3 days following such notice to the employee and prior to the payout of severance, Maclean's shall meet with the Union and the employee to discuss the timing and structure of the severance payout.

13.12 If Maclean's 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, Maclean's will advise the Union at least one month in advance of the introduction of any such change. Thereafter, if the Union so requests in writing to the Editor, Maclean's will provide the Union with available data regarding the change and meet with the Union 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 Union 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

13.13 Where an employee is assigned new job duties pursuant to 13.07 or reassigned to another classification pursuant to 13.07 above, Maclean's will provide instruction and a period of familiarization covering the new duties.

13.14 There shall be no dismissals as a result of this contract coming into force.

ARTICLE 14 - SEVERANCE PAY

14.01 Employees shall be paid severance in accordance with the Employment Standards Act.

Notwithstanding the foregoing, employees in the bargaining unit on the date of certification shall be paid severance on the following basis: two weeks of pay for each year of service to a maximum of 52 weeks of pay. Notice shall conform to the Employment Standards Act. For the purposes of this Article a week of pay shall be calculated based on the average weekly pay during the 12 weeks preceding the notice of layoff.

14.02 For purposes of severance pay entitlement under 14.01 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 15 - WAGES

- 15.01 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.

Researcher/Reporter and Designer

	June 17, 2008	January 1, 2009	January 1, 2010
Start	\$19.52	\$20.06	\$20.61
After 1690 hours	\$20.52	\$21.06	\$21.61

Board Reader

	June 17, 2008	January 1, 2009	January 1, 2010
	\$17.00	\$17.47	\$17.95
After 1690 hours	\$18.00	\$18.47	\$18.95

Senior Editor

	June 17, 2008	January 1, 2009	January 1, 2010
	\$33.00	\$33.91	\$34.84
After 1690 hours	\$34.00	\$34.91	\$25.84

All employees wage rates shall be adjusted by the following amounts on the following dates:

June 17, 2008	2.75%
January 1, 2009	2.75%
January 1, 2010	2.75%

- 15.02 There shall be no reductions in any wage rates
- 15.03 The minimum wage rates established herein are minimums only, and Maclean's shall have the sole right to determine which employees shall receive wage 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.
- 15.04 Where Maclean's introduces a new bargaining unit classification, Maclean's shall advise the Union 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
- 15.05 Maclean's shall continue to to pay salaries on a bi-weekly basis.

15.06 An employee assigned or promoted to a higher classification on a temporary basis or permanent basis shall receive at least the minimum in that new classification, next higher than the employee's wage rate in the classification from which the employee advances provided the assignment is at least for 24 hours

ARTICLE 16 - HEALTH AND SAFETY

16.01 (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) A representative of this bargaining unit shall become a member of the Joint Workplace Health and safety Committee. 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. Union 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.

16.02 Maclean's will ensure that VDTs and other related word processing units are inspected annually for clear presentation and proper functioning of all display adjustments. There will be annual testing of such units to ensure they meet recognized safety standards. The results of such testing shall be provided to the joint health and safety committee.

16.03 Where a pregnant employee who normally operates a VDT requests a transfer off the VDT, Maclean's shall, during the term of her pregnancy, reassign her to duties that do not include the operation of a VDT.

16.04 Maclean's shall encourage employees who work on a VDT to have annual eye examinations and shall allow employees time off with pay for this purpose.

ARTICLE 17 - MISCELLANEOUS

17.01 Maclean's agrees to provide one suitably placed bulletin boards for the use of the Union, one at Maclean's main office.

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

17.03 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, illustrations, 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, illustration, 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, illustrations or photographs accepted by Maclean's shall be purchased within the range of current freelance rates.

17.04 All photographs and articles created 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 other than a Rogers Publishing Limited publication, 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 photographs, illustrations or articles is to be made available to another enterprise.

17.05 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. Maclean's shall attempt to consult with the employee about quotes attributed to the employee prior to publication.

17.06 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.

17.07 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.

17.08 No employee shall be required by Maclean's 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 Maclean's. Maclean's 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.

17.09 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 Maclean's and when Maclean's concurs with the position of the employee in this matter, Maclean's shall meet all expenses incurred by the employee, such expenses to include fees and expenses of legal counsel selected by Maclean's, 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 Maclean's, Maclean's 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 Maclean's, any monetary loss including but not limited to fines, damages or loss of pay.

If an employee and/or Maclean's is proceeded against in an action for libel as a result of material published in Maclean's, Maclean's shall select and retain legal counsel at Maclean'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.

17.10 There shall be no strikes or lock-outs during the term of this Agreement.

17.11 Where this contract provides for mutual consent between the parties, this consent shall not be unreasonably withheld.

17.12 It is the practice of Maclean's not to discriminate. Consistent with this practice and its obligations under the Ontario Human Rights Code, Maclean's 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.

17.13 Maclean's shall during the term of this Agreement purchase accidental death insurance in the amount of \$300,000.00 and accidental dismemberment

insurance of up to \$300,000.00 for employees during their assignments to a war risk zone as defined by the insurer's Designated War Zone listing.

- 17.14 *Maclean's* and the Union 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 18 - INFORMATION

- 18.01 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) wage rate.

- 18.02 *Maclean's* shall submit with the monthly dues deduction notice of:

- (a) changes in classification and base wage rate changes by reason thereof together with effective dates;
- (b) resignations, retirements and death;
- (c) revisions in data listed in Section 19.01.

ARTICLE 19 – UNION REPRESENTATION

- 19.01 Upon seven (7) days notification in writing by the Union, *Maclean's* will recognize duly appointed stewards. Such stewards shall be non-probationary employees.

- 19.02 Upon seven (7) days notification in writing by the Union, *Maclean's* will recognize a Union Bargaining Committee.

- 19.03 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.

- 19.04 There shall be no interference or attempt to interfere with the operation of the Union.

ARTICLE 20 - DURATION AND RENEWAL

20.01 This Agreement shall commence on January 1, 2008, except as provided otherwise and shall remain in effect until December 31, 2010, 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 .

FOR MACLEAN'S MAGAZINE

FOR THE UNION

LETTER OF UNDERSTANDING RE: BENEFITS

Maclean's confirms that medical/dental plan coverage under Article 9.01 extends to common-law relationships as recognized by the Family Law Reform Act.

Dated at Toronto this day

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FOR MACLEAN'S

For the Union

LETTER OF UNDERSTANDING

This letter shall remain in force during the term of this collective agreement.

In addition to the 12 persons in the excluded categories in Paragraph 2 of Article 1.01, Maclean's may also continue to exclude a 13th person in the position of "Editorial Director of New Ventures."

Dated at Toronto this day of .

For the Union

For Maclean's

LETTER OF UNDERSTANDING RE: SALARY INFORMATION

Maclean's will continue to provide the Union with individual salary information pursuant to Article 18 as it has in the past.

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

Dated at Toronto this day of .

For the Union

For Maclean's

LETTER OF UNDERSTANDING RE: SEVERANCE

With respect to Article 14 Severance Rights the following dated apply

Rob Wilson	October 1995
Don Palkowski	January 1980
Meg Floyd	January 1997