

COLLECTIVE AGREEMENT

BETWEEN

NOW

and

**COMMUNICATIONS ENERGY AND PAPERWORKERS
UNION OF CANADA, LOCAL 87-M**



EFFECTIVE FROM

JANUARY 1, 2008 TO DECEMBER 31, 2011

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Preamble

THIS agreement is made on the 8th day of February 2008, between NOW Communications Inc., hereinafter known as NOW, and the Communications, Energy and Paperworkers Union of Canada, Local 87-M, Southern Ontario Newsmedia Guild, hereinafter known as the Union, for itself and on behalf of all bargaining unit employees described in Article 1.

Article 1 – Recognition and Coverage

- a) NOW recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit. The bargaining unit shall comprise all employees of NOW in the City of Toronto, save and except for:

Editor/Publisher
CEO/Executive Editor
Executive Assistants (3)
Office Manager
Director of Production Services
Director, Display Advertising Sales
Credit Manager
Controller
Circulation Manager
Classified Manager
Manager, Systems Administration
VP Sales and Marketing
Human Resources Manager
General Manager
Payables Co-ordinator
V.P. Art Director
Senior News Editor
Senior Entertainment Editor
Sales Operations Manager
Accounting Assistant
Interactive Manager
On-Line Editor
Promotions Manager

It is understood and NOW hereby represents that NOW shall not move all or part of its existing operation outside the City of Toronto.

- b) If a new position is established and there is a dispute as to whether the employee who occupies the new position exercises managerial functions or is employed in a confidential capacity in matters relating to labour relations, the matter may 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 person accordingly.
- c) “Part-time employee” or “part-timer” is an employee who regularly works less than 24 hours. All other employees will be considered full-time for the purposes of this agreement.
- d) The Union recognizes that it is the exclusive right of the Employer to manage its business in every respect; to maintain order and efficiency and to establish and enforce rules and regulations governing the conduct of employees, including the right to hire, assign duties, schedule working hours, promote, appoint, classify, reclassify, layoff, recall, demote, transfer, discharge, suspend or discipline employees in a manner that is consistent with the terms and conditions of the Collective Agreement. All matters concerning the operations of the Employer not specifically dealt with in the Collective Agreement shall be the Employer's exclusive responsibility.

Article 2 – Dues Deduction and Union Representation

- a) NOW shall deduct the regular Union dues from each regular pay of each employee.
- b) The amount of regular Union dues to be deducted shall be furnished to NOW by the Union.
- c) The deducted dues shall be remitted to the Union no later than the 15th day of each month following the month in which the deductions are made with the statement showing the names of the employees from whom deductions have been made and the amount deducted. The amount of dues to be deducted may be amended by the Union upon giving NOW 14-calendar days written notice.
- d) NOW shall advise new employees that a collective agreement is in effect and of the provisions of the agreement with respect to the deduction of Union dues. A Union representative shall be allowed one hour during the new employee’s first week of work to discuss the Union and collective agreement and to sign the new employee into Union membership should he or she so wish.
- e) There shall be no interference or attempt to interfere with the operations of the Union.
- f) NOW will provide bulletin board space at each of its locations in a mutually satisfactory place for Union notices.
- g) NOW shall supply the Union, within 14 days of the signing of this agreement, with a list containing the following information for each member of the bargaining unit:
 - (i.) Name
 - (ii.) Address (Except where the employee indicates in writing that he/she does not want it disclosed)
 - (iii.) Date of Hiring
 - (iv.) Classification and Department
 - (v.) Status (full-time or part-time)
 - (vi.) Salary, including formula for bonuses or commissions

- h) Changes to the information in (g), as well as notification as to resignations, retirements, deaths, leaves of absence, together with effective dates shall be provided to the Union as they occur. For each newly hired employee, NOW shall provide the information in (g) within one week of the employee's start date. In the case of employees who do not wish their addresses disclosed, NOW will accept at its office mail from the Union and direct it to the employees concerned.

Article 3 – Grievance Procedure and Arbitration

- (a) The parties agree that their interests are best served by the speedy resolution of grievances. To this end, the parties agree to initiate grievances promptly and to bring them to the attention of the other party as soon as possible in each instance, and to formalize or ratify the settlement of grievances promptly.
- (b) The Union shall designate a committee to deal with NOW's Publisher or CEO or their authorized representative in relation to any dispute arising from the application, interpretation or alleged violation of this Agreement.
- (c) Grievances shall be processed in accordance with the following steps:

- 1. Meeting

A grievance involving an individual employee or employees shall be brought, in the presence of a Union representative, if requested by the employee, to the attention of the person whose actions or decisions are being complained of, within 10 working days of the act or decision being complained of.

- 2. Written Grievance

Should the grievance not be resolved at the Step 1 meeting, the Union shall submit the grievance, in writing, to the Publisher or CEO or their authorized agent within 5 working days of the Step 1 meeting. The written grievance shall state the name of the employee(s) involved, the specific nature of the Grievance, including the Article(s) of this agreement alleged to have been violated, and the specific nature of the remedy sought.

- 3. Referral

If the grievance has not been resolved within 15 working days of submission of the written grievance at Step 2, either party may refer the grievance to arbitration, but only within 20 working days after submission of the written grievance.

- (d) The referral to arbitration shall be in writing and delivered to the Publisher or CEO or their authorized representative.
- (e) Arbitrations shall be conducted before a single arbitrator unless the parties agree to appoint a board of arbitration, in which case the board shall be comprised of a chair and two nominees. The referral shall include a list of proposed single arbitrators, and the name of a nominee in the event that a board of arbitration is requested.

- (f) Within ten (10) working days of receiving the referral, the responding party shall either identify the agreed arbitrator or shall provide a list of proposed arbitrators or, where there is agreement to a board, the name of its nominee to the board. Where the parties do not agree to an arbitrator (or where the nominees do not agree to a chair within twenty (20) working days of the referral) either party may request that the Minister of Labour of Ontario make the appointment.
- (g) Efforts to resolve grievances shall be made on company time, and employees involved in these efforts shall not suffer any loss of wages or benefits for the time spent in the grievance procedure. The Union agrees that it shall make its best efforts to ensure that efforts to resolve grievances made on company time shall be made at such times and are conducted in such a manner as to cause the least possible disruption to NOW's operations.
- (h) The time limits set out in this article may be extended but only by the express agreement of the parties.
- (i) Any grievance that is not referred to arbitration by the expiry of 30 days after the acts or occurrences giving rise to the grievance shall be deemed to be waived or abandoned and the arbitrator or board shall have not jurisdiction to determine the grievance.
- (j) Each party shall pay the fees and expenses of its own appointee to a board of arbitration and the parties shall each pay half the fees and expenses of the chair or of a single arbitrator.

Article 4 - Hiring

- (a) 1. All job vacancies or new positions within the bargaining unit will be posted for two weeks on a bulletin board, and will also be included in drivers' route lists. The posting will include the date the posting closes and basic qualifications required for the job.
- 2. New positions within the bargaining unit will not be posted when the posting is a result of:
 - a) an unsuccessful probationary period, or
 - b) the posting is for a temporary position or
 - c) if previous employee has not given at least two weeks of notice.
- 3. In the event that there are two candidates from within the bargaining unit that are equally qualified, seniority will be the governing factor.
- 4. Vacancies for permanent part-time positions in the Circulation Department will be posted only on the Circulation Department's drivers' route lists
- 5. NOW will hire the person it deems best qualified for the job.
- (b) All candidates who apply from within the bargaining unit will be interviewed for the posted position. New hires must successfully complete their probationary period prior to being considered for other positions within the company. Applicants should have at least 3 months in the current position before being considered.

- (c) An employee promoted to a new classification will be given a trial period of up to three months. During the trial period, the employee may elect to return to the classification from which he or she was promoted. At the end of the trial period, the employee will be confirmed in the new classification unless the employee has been unable to perform the requirements of the job. If not confirmed in the new classification, the employee will be returned to his or her old classification.

Article 5 – Hours of Work and Overtime

- (a) This article will apply to all full-time employees except those who are paid per article or who are paid on a commission-only basis.
- (b) Employees, excluding salaried Editorial employees, authorized to be at work more than 44 hours (including one hour lunch breaks) in a week, will receive overtime in cash at the rate of time and one half. For provision re: salaried Editorial employees, see Article 5 (f).
- (c) A scheduled employee will be paid for a minimum of four hours each day he or she is required to work, unless the employee consents otherwise.
- (d) A scheduled employee will not be sent home without pay before the end of his or her scheduled hours unless the employee consents.
- (e) A salaried employee who is eligible for cash overtime under 5(b) above may elect to take the overtime in equivalent time owing rather than cash. Time owing shall be taken at a mutually agreed time, but a request to take time owing shall not be unreasonably denied.
- (f) Salaried Editorial employees, not eligible for overtime under 5(b) above, may claim for compensatory time-owing at straight time for time worked in excess of 44 hours (inclusive of a daily one-hour lunch break) in a week. Time owing shall be taken at a mutually agreed time, but a request to take time owing shall not be unreasonably denied.
- (g) Current practice with respect to paid lunch breaks will continue.
- (h) Hourly employees scheduled to work a majority of hours per shift between 6 p.m. and 6 a.m. will receive \$1.50 per hour more than their hourly rate for the hours worked between 6 p.m. and 6 a.m. (This clause does not apply to Circulation staff).
- (i) Additional shifts will be offered according to seniority and equally among employees qualified to perform the work on a rotation basis. Up-to-date records of hours shall be kept by departmental managers.
- (j) NOW agrees to provide a taxi chit to the subway to employees after 11:00 p.m. and after 1:00 a.m. home to a maximum of \$20.00.
- (k) NOW agrees to pay an “on-call” premium of \$25.00 per day should IT be paged and required to come into the office.

Article 6 – Benefits

- (a) NOW shall maintain the existing Group Insurance policy, or a plan providing benefits at least equal in all aspects, in effect of the signing of this agreement during the life of this agreement. NOW will pay 75.5 per cent of the premium cost on the dental plan for full-time employees.
- (b) Regular part-time employees, after working 6 (six) months, will be eligible for participation:
 - i.) In the dental plan, if the employee pays 41.5 per cent of the premiums; and/or
 - ii.) In the extended health care plan, if the employee pays 40 per cent of the premiums; and
 - iii.) In the life insurance plan at no cost to the employee; and
 - iv.) In the AD and D plan at no cost to the employee.

The coverage/benefits under each of the above plans is equal to the full-time coverage except that the extended health care plan has a \$10,000.00 lifetime maximum claim and the life / AD & D plans each have maximum levels of \$25,000.00 in benefits.

- (c) The company and the Union agree to establish a Joint Pension Advisory Committee, to meet at least twice a year to discuss the status and operation of the pension plan.
- (d) The Company will contribute 3 per cent of an employee's wages to the pension plan.
- (e) Vision Plan coverage \$300.00 every twenty-four (24) months.

Article 7 – Sick Pay

- (a) Continuation of full pay will be provided to a full-time employee unable to work due to sickness, accident, disease or hospitalization, until that employee has reached the eligibility date for Long Term Disability benefits at 120 days. The above excludes elective cosmetic surgery and elective self-help therapy. The union will take all possible steps to ensure that the benefits relating to sick days are not subject to abuse. See Article 16 (d) re part-time employees
- (b) NOW may request a note from the doctor of an employee who is off work for more than three consecutive days. Such note shall be requested while the employee is still off work, and any costs of obtaining the note shall be borne by NOW. If deemed necessary, at NOW's sole discretion, NOW reserves the right to request more detailed information from the doctor pertaining to the nature of the illness. Where NOW considers the medical evidence unsatisfactory for the purpose of verification of an employee's absence from or fitness to work, NOW reserves the right to seek an independent medical opinion. The costs of obtaining such independent medical opinion will be the responsibility of the employer.
- (c) An employee absent due to sickness or disability shall inform their supervisor. NOW will not be required to pay for any missed day/shift when notification of absence has not been given without a reasonable explanation.

Article 8 – Maternity/Parental Leave

- (a) Maternity and Parental Leave eligibility shall be granted in accordance with the Employment Standards Act.
 - (b) The employer requests two (2) weeks' notice before the beginning of the leave, and at least four (4) weeks notice with respect to the employees return to work date.
 - (c) Maternity or pregnancy leave covers the employee who gives birth to a child, and the employee is entitled to take up to seventeen (17) weeks of leave.
 - (d) Parental leave is available to both parents of a child, and the employee is entitled to take up to thirty-seven (37) weeks of leave. Parental leave language also covers adoption situations.
 - (e) The aggregate amount of leave that may be taken by the birth mother under pregnancy and parental leave shall not exceed fifty-two (52) weeks. Employees under this clause will receive an aggregate lump sum payment as defined in 8(f).
 - (f) In the case of maternity or parental leave, NOW will make an aggregate lump sum payment to the employee(s) in the amount of 13 times the EI weekly rate. This amount will be reduced to 8 times the EI weekly rate as of January 01, 2009. This amount is payable at the end of the EI and conditional on the return of the employee to the workplace, with the exception of the following circumstances:
 - i.) Death;
 - ii.) Layoff;
 - iii.) Illness or disability;
 - iv.) Early termination due to lack of work or discontinuance of a function of a specified period of employment;
- For individuals starting their leave in 2008, the aggregate lump sum payment is in the amount of 13 times the EI weekly rate.
- (g) A full-time employee who is returning to work from pregnancy or parental leave may request to work part-time hours for a maximum of six (6) months. Such request will be at the discretion of NOW, but the request will not be arbitrarily denied. The employee may return to full-time hours on four weeks' notice.
 - (h) An employee declining the benefit as described under 8(f) shall be allowed maternity/parental leave with full pay and benefits for two weeks.
 - (i) Benefits under this article shall be available to same-sex couples.

Article 9 – Leaves of Absence

- (a) **UNPAID DAYS OFF.** Each full-time employee will be entitled to up to six unpaid days per calendar year. Days not taken by the end of any year cannot be accumulated and will be forfeited. An employee shall provide as much notice as reasonably possible with a minimum of one week's notice, of a request to take an unpaid day, and such requests will not be unreasonably denied. One, two or more unpaid days may not be taken consecutively or in conjunction with vacation leave or any other leave. See Article 16 (d) re part-time employees.
- (b) **GENERAL LEAVE.** Full-time employees may apply for an unpaid leave of absence of up to six months for any reason except the taking of permanent employment elsewhere. For employees with ten years or more of service, NOW will consider the request, and providing the leave doesn't cause undue interference with operations, the request will not be arbitrarily denied. For employees with less than ten years' service, a leave of absence will be granted at the sole discretion of NOW. See Article 16 (d) re part-time employees.
- (c) **JURY AND WITNESS DUTY.** Should an employee be required on his or her regular work day to report for jury duty or is subpoenaed or summonses to testify before any court of law, inquiry, inquest or other tribunal, the employee will receive his or her regular pay for that day, up to five days a week. Any reimbursement received from the court or tribunal will be deducted from the regular pay. This clause does not apply to proceedings between the parties to this agreement.
- (d) **UNION LEAVE.** Employees designated by the Union (up to one per department and the unit chairperson) to attend negotiating meetings with NOW shall be released for that purpose without loss of pay. However, in no case will an employee receive more than their regular pay for the week of the negotiating meeting. Upon request and reasonable notice, an employee (not more than one per department) shall be given leave without pay if elected to any office or position of The Communications, Energy and Paperworkers Union of Canada, one of its locals, the Canadian Labour Congress, the Ontario Federation of Labour or other organizations to which the Union is affiliated. Leaves without pay shall also be granted to employees (not more than one per department) elected or appointed by the Union to attend Union, CLC or OFL conventions, meetings and training sessions.
- (e) **BEREAVEMENT LEAVE.** If required, full-time employees will receive up to five days off with pay in the event of the death of a spouse, parent, child, grandparent, grandchild, brother, sister, step-parent, step-child, step-grandparent, step-grandchild, step-brother, step-sister, parent-in-law, or any person who lives with the employee. Common-law and same-sex equivalents will be recognized for equal treatment under this clause. One day off with pay will be granted for attendance at the funeral of a friend or relative. See Article 16 (d) re part-time employees.
- (f) **FAMILY EMERGENCY LEAVE.** In the case of sudden illness or injury of a member of a full-time employee's immediate family, when no one at home other than the employee can provide for the needs of the ill or injured family member, the employee may take up to five paid days per calendar year to care for the dependent, and shall not be unreasonably refused requests for additional unpaid days off. See Article 16 (d) re part-time employees.

- (g) **COMPASSIONATE CARE LEAVE.** Compassionate Care Leave shall be granted in accordance with E.I. Legislation. Employees that qualify for benefits under E.I. will be paid a lump sum equal to the E.I. gross weekly rate times twenty-five percent (25%) of the number of weeks taken as leave. This amount is payable at the end of the E.I. period. In the event the employee wishes to access the compassionate care leave for an extended family member as defined in Article 9(e), such leave shall be in accordance with the E.I. legislations definition of care. The employee will be entitled to up to eight (8) weeks leave, of which two (2) weeks will be paid for by the company.
- (h) **RELIGIOUS LEAVE.** An employee is entitled to two (2) paid days for religious leave. The employee may use the following options to accommodate this leave:
 - vacation time
 - lieu time
 - overtime
 - substitute a mutually agreed listed paid holiday.
 Requests for additional unpaid days shall not be unreasonably denied.

Article 10 – Vacations

- (a) In the first year of their employment, full-time employees shall receive one day of paid vacation for each month of service to a maximum 10 days. These days may be taken once the employee has completed six months of service.
- (b) Full-time employees who have completed one year of employment will be entitled to the following amounts of paid vacation each anniversary year:

Second year of employment	– Two weeks
Third or fourth years	– Three weeks
Fifth to tenth years	– Four weeks
Eleventh to fifteenth years	– Five weeks
After fifteenth year	– Six Weeks

Full-time employees paid on an hourly basis will receive pay during their vacations based on their average number of hours per week during the previous year.

Employees paid per article or by retainer will receive pay during their vacations based on their average weekly pay during the previous year.

Employees paid only commission will receive their full commission during their vacation. If, at the end of his or her anniversary year, a commission-only employee has been paid less than 4 per cent of his or her pay as vacation pay (6 per cent in the third year of employment, 8 per cent in the fifth year, 10 per cent in the eleventh year, 12 per cent in the sixteenth year), NOW will make up the difference.

- (c) Employees who leave the employ of NOW before the end of their anniversary year and have taken more than their pro-rated vacation for that year will owe NOW the amount in excess of the pro-rated amount and that excess may be deducted from the employee’s final paycheque. Employees who leave NOW without having taken their pro-rated vacation for that year will be entitled to pay in lieu for the difference.

- (d) When a paid holiday occurs during an employee's vacation period, the employee shall be entitled to an extra day off.
- (e) Employees who have not used all their vacation days by the end of their anniversary year will not be allowed to carry days over to the next year, unless there is a mutual agreement between the employee and NOW. If NOW requests an employee to forego a vacation and the employee agrees, that employee has the option of carrying over the vacation to the next year or having it paid out in cash.
- (f) Vacations in each department will be arranged according to seniority. However, no employee will be allowed to schedule more than two weeks of vacation in prime vacation time until all other employees in the department have had a chance to schedule their vacations.

Prime vacation time will be defined as the period between the second Sunday in June to the second Sunday in September, the March school break and the period between December 21 and January 3.

Employees will provide their preferred vacation dates by March 1 of each year. Employees who do not provide vacation dates by March 1 may lose the privilege of selection to which their seniority entitles them.

Employee requests for vacation time will be made in writing with at least 30 calendar days notice prior to the requested start date of the vacation and NOW's response to the vacation request made in accordance with the above will be given in writing within 14 calendar days.

Approval of requested vacation time is at the discretion of the manager/company, but such requests will not be arbitrarily denied.

Article 11 – Paid Holidays

- (a) All employees will be entitled to the following holidays with full pay:
 - New Year's Day
 - Family Day
 - Good Friday
 - Victoria Day
 - Canada Day
 - Civic Holiday
 - Labour Day
 - Thanksgiving Day
 - Christmas Day
 - Boxing Day
- (b) Employees required to work on any of the days mentioned in (a) will be paid time and a half for four hours as a minimum, in addition to their regular pay. An employee may elect to take the equivalent of this premium in time owing. Employees paid on a per-article basis who are required to cover an event on a statutory holiday will be paid 2/5 of the fee for the piece in addition to their regular fee for the piece.

Article 12 – Job Security

- (a) New full-time employees shall be on probation for three months (6 months in the case of a sales rep). NOW may extend the probationary period up to six months by mutual agreement of the Union and employee. New part-time employees shall be on probation for 480 worked hours or one year, whichever comes first. Employees dismissed prior to completion of their probationary period shall not have the right to have their dismissal grieved under the grievance or arbitration procedures of this agreement unless such dismissal was effected in a manner, which was arbitrary, discriminatory, or in bad faith.
- (b) There shall be no discipline, suspension or dismissal except for just and sufficient cause.
- (c) The Union and NOW agree that it is their policy that no employee will be dismissed, harassed, disciplined or discriminated against because of age, sex, sexual orientation, race, creed, colour, disability, citizenship, ancestry, place of origin, religion, marital or family status or Union membership or activity.
- (d) In the event of layoffs, employees and the Union will be given notice required by the Employment Standards Act, with a minimum of four weeks' notice, or pay in lieu thereof. At the request of either party, NOW and the Union shall meet during the notice period to discuss possible alternatives to the layoff, and NOW shall consider and respond to any alternatives proposed by the Union.
- (e) Employees shall be laid off in reverse order of seniority, within their classification as set out in Schedule A – Rates of Pay and as determined by the applicable seniority list, provided those remaining are qualified to perform the work required.
- (f) An employee (excluding writers/editors) affected by layoff may bump the most junior employee in an equivalent or lower classification provided the position is held by a more junior employee and provided he or she has the experience, ability, educational qualifications, training and reliability to immediately perform the job to the employer's satisfaction. Any employee wishing to bump must do so within 5 days of receiving their notice of layoff.

The person so displaced may exercise a similar right to bump in accordance with this article. However, this 2nd level of bumping will be the last.

Full time employees may bump part-time employees subject to the restrictions and provisions set out in this article. Part-time employees will not bump full time employees.

An employee who bumps will assume the new rate of the position in the equivalent or lower classification.

- (g) During the notice period, NOW shall also request voluntary resignations from employees in the classifications involved, and shall pay severance pay to volunteers in accordance with this agreement. The number of employees to be laid off shall be reduced accordingly.
- (h) Laid off employees shall be placed on a recall list for one year in order of seniority and NOW shall fill vacancies according to that list. Refusal of a job offer or failure to respond within 14 days of mailing will result in the employee being dropped from the recall list; however, a laid-off employee may refuse to accept temporary work without his or her recall rights being affected, and a laid-off full-time employee may refuse to accept part-time work without his or her recall rights being affected.

- (i) Recall notices shall be sent by registered mail, with a copy to the Union office.
- (j) Laid-off employees shall receive severance pay of one week's regular pay for each five months of service or major fraction thereof. If an employee is recalled after the payment of severance pay and before the expiry of the number of weeks so paid for, the balance of severance pay will be refunded to NOW.
- (k) Employees on the recall list will receive Group Insurance Benefits under the same terms and conditions as they did prior to the layoff for a maximum of six months excluding LTD.
- (l) The provisions of this agreement dealing with layoff and recall do not apply in cases where an employee and NOW mutually agree that an employee will be laid off.
- (m) Whenever staffing is reduced below normal because of vacations, holidays, sick leave or leaves of absence, NOW shall fill in with additional employees to prevent an unreasonable increase in work load, providing the reduction in staffing levels can be reasonably anticipated.
- (n) No employee will be transferred to a position outside the bargaining unit without his or her consent.
- (o) Seniority will be determined by an employee's length of continuous service with NOW, confirmed by the agreed-on seniority list. Seniority will be frozen during a layoff or during a leave of absence of more than three months (except pregnancy and parental leave) and will be restored to the frozen level on the employee's return to work.
- (p) NOW will post and provide to the Union in the first two months of each calendar year an up-to-date seniority list.
- (q) There will be no layoffs resulting from contracting out of work done by members of the bargaining unit unless by mutual consent of the parties.
- (r) Technological Change: NOW shall provide the Union with one month's notice prior to the introduction of major new technology. Where such introduction shall result in the creation of a new job classification or will significantly alter the job content of an existing job classification, NOW will consult with the Union about the timing and impact of the implementation of the new technology. Where retraining is necessary as a result of such a change NOW shall offer retraining at the expense and on the time of NOW.

Article 13 – Personal Records

- (a) On reasonable notice, and at a mutually agreeable time, employees shall have the right to review personnel files related to them which are kept by NOW, and to be provided with copies of any such material.
- (b) Employees shall have the right to respond in writing to any material in NOW's files. Written responses will be entered into the file.
- (c) Derogatory material will be brought to the attention of the employee before being entered into NOW's records.
- (d) Any derogatory material regarding an employee shall not be used against her/him at any time after two years following the placement of such material in the personnel file, provided no additional derogatory material is placed in the personnel file within the two year period. NOW will remove from the personnel file, copies of any derogatory material, after two years, upon request from the employee, unless additional derogatory material is placed in the file within the two-year period.

Article 14 – Health and Safety

- (a) NOW will provide a clean, safe, healthy and properly heated and lighted work environment for all employees and maintain the workplace in conformity with federal, provincial and local health and safety laws and regulations. While driving on behalf of the company, drivers are required to comply with traffic legislation, be conscious of road safety and demonstrate safe driving habits.
- (b) NOW and the Union shall establish a joint committee of at least four members empowered to investigate all aspects of health and safety in the workplace and to recommend corrective measures where necessary. Members of the committee from the bargaining unit will be chosen by the Union. NOW will respond to written recommendations from the committee, in writing, within 21 days. A meeting of the committee may be initiated on request from either NOW or the Union.
- (c) NOW and the Union agree that they have a mutual objective with respect to the maintenance of a safe and healthy work environment and that they will endeavour to cooperate with each other with a view to maintaining an excellent safety record at NOW. The Health and Safety Committee shall meet quarterly, and more often at the request of either party. Minutes of the Safety Committee shall be maintained and distributed to each Committee member. The obligation of a health and safety representative shall include bringing to the attention of the Employer any appropriate matters relating to health and safety. A record of all complaints with respect to health and safety made by committee members shall be maintained and shall be subject to review to ensure the complaints are resolved to the Health and Safety Committee's satisfaction.

Article 15 – Employee Integrity

- (a) An employee's byline or credit line shall not be used over the employee's protest.
- (b) NOW will make a reasonable effort to contact the writer before publishing any editorial copy in which substantive changes have been made.
- (c) If a question arises as to the accuracy of printed material, no correction or retraction of that material shall be printed without prior consultation with the employee concerned.
- (d) An employee whose work or person is mentioned in a letter to the editor will be shown the letter before publication. Where the employee has an objection to the letter, he or she may bring the matter to the weekly Editorial Committee meeting. Where false material concerning an employee is to be published in the letters section NOW will also publish a brief reply if supplied by the employee.
- (e) NOW will provide legal counsel and meet all expenses, including fines or damages, for the defense of any employee facing civil lawsuit or criminal charges as a result of work published by NOW or as a result of an act of any employee in the performance of a job function, provided that the employee has acted responsibly and within the scope of employment, as well as within the scope of the law and provided that NOW, on the advice of counsel, has the right to make the final decision on how to defend such legal actions.
- (f) No employee shall be required by the employer to give out custody of or disclose any knowledge, information, notes, records, documents, films, photographs or tapes or the source thereof to any party other than the employer. The employer agrees that the foregoing shall not be released to any other party without discussing the matter with the employee or as required by law.

Article 16 – Temporary and Part-time Employees

- (a) Temporary employees may be hired to cover a leave of absence for the duration of the leave or to cover for vacations for up to nine months, or to work on a special project for up to nine months. Time limits referred to above may be extended by mutual agreement between the parties. As per Article 19(g), this clause applies to leaves taken by part-time Circulation Dept employees which are greater than 3 months in length.
- (b) Temporary employees shall not be used to reduce, displace or eliminate permanent employment.
- (c) Temporary employees will be covered by all provision of this agreement (except layoff, recall and probationary period provisions) unless specifically provided otherwise, but will not be eligible for benefits under Article 6.
- (d) Part-time employees shall be covered by all provisions of this agreement except where specifically provided otherwise.

Part-time employees will not be covered by Articles 9 (a) and 9 (b).

In case of Article 9 (e), the leave will apply for part-timers only to shifts normally worked in the five calendar days following the death.

In the case of Articles 7 (a) and 9 (f), part-time employees regularly working only one shift per week will be entitled to a maximum total of three paid sick or family days per calendar year. Part-time employees regularly working more than one shift per week will be entitled to a maximum total of six paid sick or family days per calendar year. Unused sick days or family days for part-timers may not be carried over from one year to another. Writers paid per-article who have part-time status will not be eligible for sick pay.

- (e) A part-time employee may work as a full-time employee temporarily to cover a vacation or absence under the agreement without affecting his or her part-time status.
- (f) Vacation pay for part-time employees will be arranged between NOW and the individual employee, based on the following formula:

In the first two years of employment: 4 per cent of earnings. In the third and fourth years: 6 per cent.

In the fifth to tenth years: 8 per cent.

In the eleventh to fifteenth years: 10 per cent.

After fifteenth years: 12 per cent.

- (g) Part-time employees will receive pay for the holidays enumerated in Article 11(a) in accordance with the formula in the Employment Standards Act. Part-timers required to work on the holidays enumerated in Article 11 (a) will then be covered by the provisions of Article 11 (b).

Article 17 – Miscellaneous

- (a) There will be no strikes or lockouts as long as this agreement continues to operate.
- (b) No employee shall be compelled to cross any union picket lines or to handle struck work or work destined for struck shops.
- (c) Employees shall be free to engage in any activities outside of working hours, provided such activities are not in the service of an enterprise in direct competition with NOW, do not, without permission, exploit the employee's connection with NOW.
- (d) Writers will inform NOW when they sell written material elsewhere. Writers may not sell written material to anyone in direct competition with NOW, including Toronto daily newspapers and "eye", unless the employee receives permission from NOW. Employees other than writers may sell written material anywhere except "eye" or any similar Toronto publication.
- (e) NOW employees are entitled to place Classified line ads at no cost if, at NOW's discretion, space is available and if the ad is not a cash making venture. Also, NOW employees are entitled to place Display and Display Classified ads at the 52x frequency rate on the rate card effective at time the ad is placed. NOW requires that Display and Display Classified ads be pre-paid cash upfront.

Article 18 – Joint Committee

- (a) The parties shall form a joint committee with equal numbers of members from NOW and the Union, which shall meet at least once every two months, if necessary, to discuss issues relating to the workplace which affect the parties or any employee bound by this agreement. The committee will consider suggestions submitted by any staff member.

Article 19 – Drivers and Hoppers

- (a) NOW will continue the current practice of paying parking tickets incurred by Drivers in the performance of their duties (between the loading of their vehicle and the completion of their last drop).

NOW will also continue the current practice of paying parking tickets incurred by staff while performing general circulation department duties requiring a vehicle.

- (b) A route shall not exceed both:
 - i.) 125 or more stops, and
 - ii.) 12000 papers at 128 pages or weight equivalent.

The "total" weight of the paper, including occupants shall not exceed the maximum load requirement of the vehicle.

- (c) In the event NOW reassigns or restructures a 'route' it shall be done in a fair and equitable manner.
- (d) In addition to the pay set out below in Schedule A, for delivery of insert(s) not produced by NOW, drivers and hoppers will receive \$12 if they deliver 1 insert, \$14 if they deliver 2 inserts or more.

- (e) Drivers and hoppers will receive overtime at the rate of time and one half for each hour worked in excess of nine hours provided the following conditions are met:
 - 1. Their route has taken more than nine hours to complete.
 - 2. The reason for item #1 is delay caused by the printing company or mechanical failure.

Time and one-half shall be calculated on an hourly rate of 1/8th the per route rate of pay set out in Schedule "A".

- (f) NOW will supply, upon request but not more than two times per year, work gloves and cutting rings to drivers and hoppers.
- (g) A driver or hopper filling in for a maternity leave, leave of absence or extended illness lasting for a period in excess of three months, shall be considered a temporary employee for the duration of the leave and shall be entitled to all premium pay afforded regular employees.

Article 20 – Commissioned Salespeople

- (a) Employees paid only by commission will not be assigned without consent to fill in for a receptionist or to staff the front desk.
- (b) No accounts on contract will be removed from any employee without just cause.
- (c) Where an employee is docked commission because of late payment by a recognized ad agency NOW will reinstate the docked commission if and when payment is recovered. In the case of other late payments, NOW will reinstate 75 per cent of the docked commission if and when payment is recovered. No employee will be docked commission for delinquent accounts for periods when that employee was not handling the account.
- (d) Where a make-good is necessary because of an error at the printing plant and the printing company compensates NOW for the error, the salesperson will suffer no loss of commission. The salesperson will lose no commission where the error causing the need for a make-good occurs while he or she is on vacation (unless the salesperson has not left adequate instructions), and where the make-good ad *replaces* a paid contracted ad.
- (e) Where a commission-only employee would be paid less than
 - i.) \$490.57 for a classified telemarketer
 - ii.) \$500.00 for a display marketing representative, in a given week through commissions, NOW will make up the difference to \$490.57 or \$500.00 as the case may be, should the employee so request. Such requests shall be granted any time during the first six months of employment for display marketing representatives and any time during the first nine months of employment for classified telemarketers, and thereafter on up to five occasions per employee per calendar year.

- (f) Payment of commission on contra ads will be in accordance with the policy tabled by NOW on August 30, 1993, with a maintenance fee of 7%.
- (g) A general Display department expense account fund will be credited monthly from January 1, 2008 until December 31, 2011 with “x” per cent of the previous month’s total commission paid and each subsequent year for the term of the new agreement, where “x” is equal to the annual wage increase applicable in that year. All Display department Marketing Executives and Representatives will be *guaranteed reimbursement* from the fund specifically for (1) monthly parking at NOW’s offices up to \$180.00/month, (2) parking on business calls, and (3) business related cell phone expenses. In addition, all Display department Marketing Executives and Representatives will be reimbursed from the fund for any other entertainment and business expenses authorized by the Director, Display Advertising Sales.

In the event NOW’s office parking rates increase, the Company will adjust the current monthly parking rate up to two hundred dollars \$200.00.

Any monies remaining in the expense account fund at the end of each calendar year will be carried over into the following year.

Article 21 – Writers

- (a) Where a writer is authorized to research an article and the article is not published, such work will be paid for at one-half the originally agreed upon rate.

Article 22 – Wages and Classifications

- (a) Pay rates will be as set forth in Schedule A, attached to this agreement and forming part of it.
Effective January 1 2008 each employee in the bargaining unit will receive an increase in their rate which is the greater of:
 - i.) The new applicable minimum rate under Schedule “A”, or
 - ii.) 2.25 per cent.
Effective January 1 2009 each employee in the bargaining unit will receive an increase in their rate which is the greater of:
 - i.) The new applicable minimum rate under Schedule “A”, or
 - ii.) 2.25 per cent.
Effective January 1 2010, each employee in the bargaining unit will receive an increase in their rate which is the greater of:
 - i.) The new applicable minimum rate under Schedule “A”, or
 - ii.) 2.5 per cent.

Effective January 1, 2011 each employee in the bargaining unit will receive an increase in their rate which is the greater of:

- i.) The new applicable minimum rate under Schedule "A",
- ii) Avg. CPI for the previous year, minimum 2.0% maximum 3.0%
- (b) The rates in Schedule "A" are minimums only and NOW may pay an individual above the minimum.
- (c) There shall be no reduction in anyone's pay except by agreement between the parties to this agreement. Commission rates for all categories of advertising except Adult Classifieds will not fall below 10 per cent.

Article 23 – Duration and Renewal

- (a) This agreement will take effect on ratification by the parties and remain in effect until December 31, 2011. Either party may initiate negotiations for a new agreement within ninety (90) days of the termination of this agreement. During negotiations, all terms and conditions of this agreement will remain in effect until the conciliation procedures required by law have been completed.

See Letter attached re: training and educational events.

DATED THIS 14th DAY OF APRIL 2008 AT TORONTO.

FOR NOW

B Williams
Guy Lohit
B B Marshall
[Signature]

FOR THE UNION:

[Signature]
[Signature]
[Signature]
[Signature]

SCHEDULE "A" Rates of Pay

Note: All salaries reflect hourly or weekly rates based on forty (40) hours, and where denoted by an * (asterisk) are prorated.

CLASSIFIED DEPARTMENT				
	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Classified Sales Coordinator	697.74	713.43	731.26	TBD
Senior Classified Administrator	732.62	749.10	767.82	TBD
Marketing Assistant	16.04	16.40	16.81	TBD
Adult Classified Telemarketer*	677.40	692.64	709.96	TBD
*(plus 5% commission for sales over \$8,000)				

BUSINESS OFFICE				
	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Business Office Support	16.04	16.40	16.81	TBD
Courier	16.04	16.40	16.81	TBD
Credit Coordinator	893.71	913.82	936.67	TBD
Sr. Credit Clerk	781.22	798.80	818.77	TBD
Credit Clerk	Start			
	666.22	681.21	698.24	TBD
	After one year			
	697.74	713.44	731.28	TBD
Full-time Reception	16.73	17.11	17.54	TBD
Part-time Reception	15.34	15.69	16.08	TBD

CLIENT SERVICES				
	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Marketing Coordinators	738.76	755.38	774.26	TBD
* The minimum rate will be adjusted to 722.50 prior to the General wage increase.				

ADVERTISING/PROMOTIONS				
	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Research Analyst/Senior Marketing Consultant	971.38	993.23	1018.06	TBD
Promotions Coordinator	769.23	786.53	806.19	TBD

PRODUCTION DEPARTMENT

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Production Services Supervisor	29.73	30.40	31.16	TBD
Designer	25.41	25.98	26.63	TBD
Senior Designer	27.15	27.76	28.45	TBD
Pre Press Specialist	25.44	26.01	26.66	TBD
Production Clerk	16.73	17.11	17.54	TBD
Publishing Technology Specialist	28.06	28.69	29.40	TBD

EDITORIAL

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Associate News Editor	1,156.43	1,182.45	1,212.01	TBD
Associate Editor, Special Issues	1,153.84	1,179.80	1,209.29	TBD
Fashion/Design Writer	899.54	919.77	942.26	TBD
Senior Editorial Designer	1,105.76	1,130.63	1,158.89	TBD
Staff News Writer	778.36	795.87	815.77	TBD
Staff Writer (Clubs)*	520.39	532.10	545.40	TBD
Associate Entertainment Editor/Stage	1,156.43	1,182.45	1,212.01	TBD
Ass't/Entertainment Dept.	23.14	23.66	24.25	TBD
Photo Coordinator	23.81	24.35	24.96	TBD
Assistant Photo Coordinator	17.50	17.89	18.33	TBD
Associate Art Director	1,111.38	1,136.39	1,164.80	TBD
Senior Writer (Theatre/Film)	1,182.79	1,209.40	1,239.64	TBD
Senior Writer (Music)*	809.49	827.70	848.39	TBD
Daily Event Listings Coordinator	23.02	23.54	24.13	TBD
Copy Editor/Proofreader	24.60	25.15	25.78	TBD
Staff Writers (paid by the article based on yearly schedule)				

CIRCULATION

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Reader Services Coordinator				
Start	697.74	713.44	731.28	TBD
After two years	805.52	823.64	844.24	TBD
Circulation Assistant	697.74	713.44	731.28	TBD
Drivers (per route)				
Start	134.73	137.76	141.20	TBD
	**174.43	**178.35	**182.81	TBD
Hoppers (per route)				
Start	101.04	103.31	105.89	TBD
	**139.54	**142.68	**146.25	TBD

Note: Double ** (asterisk) refers to wage minimums for employees hired prior and up to the date of ratification, April 8, 2004.

IT DEPARTMENT

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Systems Analyst				
Start	1,046.60	1,070.15	1,096.90	TBD
After three years	1,204.45	1,231.55	1,262.34	TBD

INTERACTIVE DEPARTMENT

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Web Developer	1153.84	1179.80	1209.29	TBD
Interactive Assistant	19.05	19.48	19.97	TBD

December 20, 2000
Terri Monture, Chairperson
NOW Unit, Southern Ontario Newspaper Guild

Dear Terri,
This will confirm that our current training policy as outlined in our current policy and procedure Manual (a written below) will not be altered without agreement with the union for the term of this collective agreement.

Yours truly,
David Logan Vice President, Operations

Training and Educational Events

Purpose: To ensure that absences from work for the purpose of training and education are handled consistently across the company.

Policy: Employees will be paid their full salaries for attending company approved training/educational events.

Procedures

Employees will be paid their full salaries for attending company approved training/educational events that take place during their normal working hours.

The course or training must be approved in advance by Human Resources and the Vice President, Operations.

Employees must receive written approval from their supervisors prior to beginning a course for which they expect to be reimbursed, or if the course takes place during working hours, or if the employee expects to be paid for their time while attending the course or event.

A copy of the written documentation of approval will be retained in the employees personnel file.

New Employees must complete a six-month probationary period before starting courses for which they expect reimbursement.

Employees must receive a passing grade in a course in order to have their expenses reimbursed.

E.I. Rebate Letter of Agreement

In the event NOW qualifies for the Employment Insurance Rebate, the following shall apply:

In consideration for the provision of the improvement to the employee benefit package, the Union, on behalf of the Employees, releases *NOW* from any obligation it might have hereafter to pay to employee any employment insurance rebate available due to the existence of the *NOW* sick leave plan. The Union, on behalf of the Employees acknowledges that the Employees will benefit from the reduction of the Employers Employment Insurance premiums in an amount at least equal to 5/12 of such reduction. The rebate received by *NOW* shall be used to defray part of the costs associated with the provision of the improved benefit plan negotiated during the life of this collective agreement.

LETTER OF UNDERSTANDING

February 08, 2008

Terri Monture
Unit Chair
NOW

Re: Internet/On-Line Publishing

The parties are in agreement that the company will continue to prosper if it diversifies the publishing of its media content to include a significant emphasis on the internet and that it is in the best interests of all employees to contribute to the success of that diversification.

The parties further agree that achieving success will require a significant commitment of financial and human resources by the company and also given that diversification of media publishing has created on-going change, reasonable adjustments in processes, deadlines and priorities will occur. This includes the expansion of on-line publishing and other internet based products.

The employer therefore commits to its best efforts in the following regard:

1. The company is committed to continuing its efforts in respect of technological change as per Article 12 (q).
2. The Union/Management Joint Committee Article 18 (a) will be responsible for discussing the integration of internet publishing including staffing levels, workload issues, reporting structures and ensuring that all staff are aware of the evolving internet initiatives and all methods necessary to realize the success of these initiatives.
3. Any recommendations proposed by the Union/Management Joint Committee that would impact the collective agreement or impinge on the reserved rights of management would be subject to ratification by the respective principals.