

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE OTTAWA CITIZEN**

**- AND -**



**SOUTHERN ONTARIO NEWSMEDIA GUILD**

**Effective: January 1, 2013 – December 31, 2014**

## Table of Content

<b>LOCAL HISTORY</b> .....	<b>4</b>
THE FIRST CONTRACT .....	4
THE FIRST STRIKE .....	6
GROWTH IN THE 60s, 70s .....	7
GOING CANADIAN .....	8
EXPANDING BEYOND SOUTHERN ONTARIO .....	9
<b>MEMORANDUM OF SETTLEMENT</b> .....	<b>11</b>
<b>APPENDIX A RE: DISCONTINUING INSERTING AT THE CITIZEN</b> .....	<b>12</b>
<b>SECTION 1 – RECOGNITION AND JURISDICTION</b> .....	<b>17</b>
<b>SECTION 2 – DUES CHECKOFF</b> .....	<b>18</b>
<b>SECTION 3 – CLASSIFICATIONS AND WAGES</b> .....	<b>18</b>
<b>SECTION 4 – HOURS OF WORK AND SCHEDULING</b> .....	<b>20</b>
<b>SECTION 5 – OVERTIME</b> .....	<b>21</b>
<b>SECTION 6 – STATUTORY HOLIDAYS</b> .....	<b>22</b>
<b>SECTION 7 – VACATIONS</b> .....	<b>23</b>
<b>SECTION 8 – GRIEVANCE, ARBITRATION AND MEDIATION</b> .....	<b>25</b>
<b>SECTION 9 – SEVERANCE</b> .....	<b>27</b>
<b>SECTION 10 – PROBATIONARY AND TRIAL PERIODS</b> .....	<b>30</b>
<b>SECTION 11 – RENEWAL OF AGREEMENT</b> .....	<b>31</b>
<b>SECTION 12 – LEAVES OF ABSENCE</b> .....	<b>32</b>
<b>SECTION 13 – SICK LEAVE</b> .....	<b>34</b>
<b>SECTION 14 – BENEFIT PROGRAMS</b> .....	<b>36</b>
<b>SECTION 15 – MISCELLANEOUS</b> .....	<b>38</b>
<b>SECTION 16 – INFORMATION</b> .....	<b>40</b>
<b>SECTION 17 – PERSONNEL FILES</b> .....	<b>41</b>
<b>SECTION 18 – NOTIFICATION</b> .....	<b>41</b>
<b>LETTERS OF AGREEMENT</b>	
RE: LEAD HAND SENIORITY .....	43
RE: LEAD HAND PRIORITY .....	43
RE: LEAD HAND HOURS OF WORK .....	44

RE: SID SHEEN .....	44
RE: SECTION 15.01 .....	45
RE: HIRING OUTSIDE THE BARGAINING UNIT.....	46
RE: MODIFIED WORK.....	46
RE: TEMPORARY PROMOTION.....	48
RE: DAY SHIFTS.....	49
RE: PLANT OPERATIONS.....	49
RE BELOK, SHARMA, THEW, CRAIG.....	50

## **Local History**

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

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

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

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

**The new local was called the Toronto Newspaper Guild, Local 87 of the ANG, and its first decade was largely a story of failure. With legal protections weak, publishers were able to get away with subtle and not-so-subtle pressure tactics in order to prevent unions from taking root.**

**Even at the Toronto Daily Star, known as a friend of labour (and founded by striking printers in the 1890s) an attempt in the early 40s to negotiate a contract collapsed after the company demoted known union supporters and engaged in the kind of blatant intimidation that is outlawed today.**

**The ANG revoked the charter of the Toronto local in 1943.**

### **The First Contract**

**But the need and desire for a union didn't die. In 1948, the Toronto Newspaper Guild was resurrected and was able to demonstrate majority support in the Star newsroom.**

**That meant it could be certified by the Ontario Labour Relations Board under newly enacted labour laws, with the result that the company was obliged to bargain with the union.**

The new union's first president was Beland Honderich, later to become publisher and part-owner of the Star. Honderich set the tone for this new union when he wrote in the first issue of the local union's newsletter: "We are now trade unionists...members of that great body of men and women who have been striving for years to improve the living standards of Canadian workers...A union, if it is to be successful, must be representative...it must be democratic..."

Those goals continue to motivate this union.

After several months of bargaining, the Guild's first contract in Toronto and indeed the first ANG contract in Canada was signed in April, 1949, containing the milestone pay rate of \$80 a week for reporters/photographers with five years of experience.

The Star proclaimed itself on its news pages as the "first newspaper in Canada to establish the five-day, 40-hour week for editorial employees...it now becomes the first and only Toronto daily newspaper to pay its editorial workers time-and-a-half in cash for overtime."

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

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

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

The first strike in the young local's history took place at the Racing Form in July of 1951. It lasted all of 30 minutes. All 13 members went on strike when the employer refused to implement wage increases that had need negotiated. They returned to work with guarantees that all members would get their increases and they did.

## **The First Strike**

**When** the Guild's first major strike came, it was at a small paper, and it was a messy one.

**Employees** at the Thomson-owned Oshawa Times walked out in 1966 in a two-week strike that became one of the biggest Canadian labour battles of the era. While the strike involved only 35 employees, the courts granted a controversial injunction limiting picketing.

That prompted a rebellion in the strong union town, and picket lines swelled to more than 1,000 with the support of other unions.

**When** the local sheriff showed up to try to enforce the injunction, he was pelted with snowballs and beat a hasty retreat.

**Newspaper** publishers were outraged, but the strike was settled soon after. A second strike in Oshawa was also long and difficult in 1995 and created the local union's first strike paper operating in competition with the Times. At the end of the strike neither paper survived.

In 1955 the young local union had to confront the loss of one of its early activists and a former president A.O. (Alf) Tate, a Star photographer who was killed in a work accident. Tate and reporter Doug Cronk were assigned to report on a hurricane off the coast of Florida when their plane went missing. Their bodies were never found.

The union honoured Tate by creating a journalism scholarship in his name. Originally, the scholarship was awarded to a needy grade 11 student who demonstrated ability and was selected by the Toronto School Board. Today the local maintains the A.O. Tate scholarship for a journalism student at Ryerson University in Toronto.

**Fred** Jones followed Tate as local union president. Jones left the local to work for the international union as a Canadian representative where he continued to work with local 87.

**He** later returned to the local as Executive Secretary. His contribution to the union has also been recognized with an internal award. Every year a local activist is granted an educational subsidy in Jones' honour.

Co-operation between the Guild and other newspaper unions was one of the keys to the gains at the Toronto dailies in the 1950s, but the solidarity was strained in the wake of a disastrous strike by the printers (members of the International Typographical Union) in 1964. The printers at all three dailies took a stand against technological change, but Guild members continued working, and the papers continued publishing with the help of strikebreakers. The unionized printers never went back to work.

### **Growth in the 60s, 70s**

The late '60s and the 1970s were a more stable period for the union, as the Guild settled into perhaps a too-cosy relationship with the newspaper companies. Organizing of new groups was given little priority. The union, recognizing it was more than just a Toronto organization, changed its name in the late 70s to Southern Ontario Newspaper Guild, but made no serious effort to expand.

The parent union, recognizing it had members outside the United States, changed its name from American Newspaper Guild to The Newspaper Guild. The early 1970s also saw the first major stirrings of Canadian nationalism within the union, as the Toronto Guild pressed with only minimal success for more Canadian autonomy within the international structure.

The local also had stable leadership through these years. Jack Dobson of the Globe and Mail served 8 terms as local president from 1959 through 1966 when he resigned to become a local union staff representative. Later, John Lowe of the Star led the union for 9 terms from 1976 through 1984. While a woman was not president until 1989 when Gail Lem was first elected, women played a key role in the union and its executive from the earliest days.

Star reporter Judith Robinson was part of the 1939 organizing committee and women like Lillian Thain and Nadia Bozinoff also of the Star, Isabel Greenwood and Jean Pakenham of the Telegram and Margaret Daly of the Star all made fundamental contributions to the union's successes.

The 1980s saw a shakeup at SONG, as new officers were elected with a mandate to organize more workplaces and take a more aggressive approach to negotiations.

At the bargaining table this new approach saw the Guild's first strike ever at the Toronto Star, in 1983. The 1,500 SONG members were off the job for only four days, including a weekend, but the strike marked a turning point, and companies got the message that they couldn't take the union for granted.

**Meanwhile** at the Globe and Mail, Guild employees took their first ever strike vote in 1982, also marking a new era in relations with the company. Those negotiations ended without a strike, and the Globe unit of SONG still has a strike-free record.

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

**With** those successes, news industry workers saw the benefits of unionization. By the mid-80s, editorial employees at the Metroland chain of non-daily papers joined SONG and bargained a contract that is seen as the pace-setter in the community newspaper sector. Soon employees of other non-dailies sought out SONG, and the union was expanding rapidly.

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

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

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

### **Going Canadian**

Throughout the period of expansion in the 1990's, the leadership of SONG became increasingly frustrated with the lack of attention and service that the Newspaper Guild's Washington head office was providing to Canadians. After a



long and unsuccessful campaign for more Canadian autonomy within the Guild international, SONG members voted in 1994 to sever ties with The Newspaper Guild. Shortly afterwards, SONG affiliated with the Communications, Energy and Paperworkers Union of Canada (CEP), an all-Canadian union and Canada's largest media union.

The Guild and the Star again did battle in 1992 during a one-month strike over the company's plans to contract-out its delivery department. The strike failed to stop the company's plans, but got a better deal for the laid-off employees.

In 1996, SONG's long-time president, Gail Lem of the Globe and Mail unit, was elected as the CEP's national vice-president of media, the top officer for the CEP's 15,000-strong media section, representing employees in print and broadcast across Canada. She was followed in that post by Peter Murdoch who is a former Hamilton Spectator reporter and SONG representative.

Despite restrictive labour laws passed by the Conservative government elected in Ontario in 1995, SONG has continued to organize, bringing in employees of ethnic community newspapers at Sing Tao Daily, Share, the Korea Times and the World Journal. In early 2002 a further 350 employees of the London Free Press chose union representation with SONG.

Their Quebecor cousins in the Toronto Sun newsroom joined up in early 2003, followed closely by the Local's first broadcasting bargaining units at CHUM's New PL/WI/NX now known as the A Channel and Corus. Soon after pre-press employees at the Toronto Sun and editorial employees at the Ottawa Sun chose SONG.

In addition, employees at the Stratford Beacon Herald and the Simcoe Reformer and the free daily Metro have joined SONG. By 2004, the Local represented media workers in newspapers, magazines, book publishing, television and specialty broadcasting, radio and internet: in recognition of this diversity, we changed the name of our Local to the Southern Ontario Newsmedia Guild.

### **Expanding Beyond Southern Ontario**

In 2008, SONG expanded in a big way to the Ottawa area where we'd already organized the Ottawa Sun.

Beginning in January, 2008, we added seven media units from the former Local 102-O, including the House of Commons broadcast/technical group, the Ottawa Citizen mailroom, the Winchester Press, the Glengarry News, the Pembroke Observer and the audio-video units, TelAv and ELC.

The organizing continued with the addition of the Sarnia Observer editorial department in late 2008. In 2010 both the Metroland Ottawa and the Chinese-language Ming Pao units were added. Ming Pao workers didn't get their first contract, however, until 2012 following a strike and government-ordered first contract arbitration.

Despite the organizing efforts of Locals like 87M, the national union during the first decade of the 21st Century suffered major membership declines due to the effect of globalization and the 2009 financial crisis. Many jobs in the heavily-unionized manufacturing sector were outsourced to low-wage countries in Asia. This led to merger discussions between CEP and the Canadian Auto Workers which was consummated with the creation of a new union, Unifor, on Aug. 31, 2013. Unifor instantly became the largest private-sector union in Canada and a formidable force for worker rights and social justice.

With the merger, CEP Local 87M became Unifor Local 87M. We now represents almost 3,000 workers in all aspects of the media in Ontario and 34 different workplaces. The local and its members confront daily issues of media concentration, editorial integrity, contracting out, job security, pensions and the declining circulation of paid daily newspapers.

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

**Memorandum of Settlement  
Between  
The Ottawa Citizen And  
Communication, Energy and Paperworkers Union  
Local 87-M  
December 7, 2012**

The 2008-2012 collective agreement will be unchanged except as indicated in Appendix A and the term and wages which are as follows:

Term - January 1, 2013 – December 31, 2014

Wages – 0% and 0%

There shall be no retroactive application of any of the changes, additions or deletions to the collective agreement unless mutually agreed otherwise by the parties.

This proposal is made on a without prejudice basis and does not constitute a waiver by the Citizen of any interpretation it places on the contract.

This proposal may be withdrawn or modified if the package presented by the Citizen is not accepted for recommendation by the Union and ratified by the members in its entirety by December 17, 2012.

For the sake of clarity, if this offer is refused, there is no guarantee that an offer this generous will continue to be available as time elapses.

E&O excepted.

## **Appendix A**

**December 7, 2012**

**Letter of Agreement**

**Re: Discontinuing Inserting at the Citizen**

The Citizen has decided to discontinue its inserting operation effective January 1, 2013. The following modifications to the collective agreement are made to facilitate the implementation of this decision and to the impact of that decision on operational procedures at the Citizen after inserting has been discontinued.

Notwithstanding any other provisions of the collective agreement, the parties agree as follows:

- 1) a) The remaining staff size required by the Citizen on discontinuance of inserting at the Citizen is two (2) lead hands, four (4) MFI positions and twelve (12) MF2 positions.
- b) Lead hands will be required to do any and all duties assigned, whether those duties are historically considered lead hand duties, MFI duties or MF2 duties;
- c) Regular full time employees may select shifts in accordance with seniority provided there is no breach in any legislative or contractual obligations regarding hours of work and further provided they are competent to do the work in question;
- d) Employees remaining at the Citizen must be able to lift a minimum of 45 lbs of weight from floor to waist and, in addition, be competent to perform duties as assigned or to acquire competency in a reasonable period of time;
- e) Any employee not deemed competent to perform duties as assigned will be trained. An employee who fails to achieve competency in a reasonable period of time will be deemed to have applied for the buyout;
- f) When incumbents in the MFI and lead hand positions are no longer working with the Citizen, they will be replaced at the discretion of the Company after consultation with the Union. All other things being equal, when the Company decides to replace

an MF1, the senior MF2 will be awarded the vacated MF1 position;

- g) MF2 shifts will be assigned on an equitable basis with selection of shifts by seniority. Extra MF2 shifts, if any, will be first given by seniority to the MF2 who has worked the least in the week, provided there is no breach in any legislative or contractual obligations regarding hours of work and further provided they are competent to do the work in question. If all MF2s have worked the same number of shifts, extra shifts, if any, will be allocated based on rotation by seniority. If a shift is offered to an MF2 but not accepted, he/she will be treated as if the shift had been accepted for the purpose of the rotation. Inability to contact an MF2 will be deemed a shift offered but not accepted. If an MF2 has been mistakenly skipped in rotation, the redress will be to provide the next available extra shift to said MF2;
- h) This clause does not require the Company to temporarily or permanently fill the shift of an absent employee and/or interfere in any way with management's right to determine staffing based on operational need;
- i) A reasonable period of time to achieve competency will be 3 months.

2. The workforce reduction will be accomplished via a buyout package structured as follows:

- a) For full time employees, 3 weeks of salary per year of service to a maximum of 78 weeks;
- b) For part time employees, the greater of \$5,000 OR 3 weeks of salary per year of service plus \$2,500;
- c) Salary for full time employees will be the average weekly earnings for the 2012 calendar year up to November 3, 2012. Years of service will be total, consecutive and uninterrupted service at the Citizen.
- d) Salary for part time employees will be the average weekly earnings for the 2012 calendar year up to November 3, 2012. Years of service are based on 1820 hours worked equaling one full year of service.

- e) A part year of more than 6 months for full time employees (more than 910 hours for part time employees), will be considered a year of service for the purpose of calculating the buyout;
  - f) A part year of 6 months or fewer for full time employees (910 hours or fewer for part time employees), will be considered half a year of service for the purpose of calculating the buyout;
  - g) An employee must have been active on the payroll of the Company as at November 17, 2012 in order to be eligible for the buyout. An active employee is an employee who is not absent from work as at November 17, 2012 for any reason with the exception of layoff with recall rights, approved leave of absence beginning on or after January 1, 2012, paid vacation and paid sick leave.
  - h) Early retirement is available to those employees who will be at least 55 years old as at December 31, 2012.
  - i) Applications for buyouts must be received in writing by December 19, 2012.
  - j) Should there be more buyout applications than required in the lead hand and MFI classifications, the Company will provide the most senior employee(s) in the classification with the choice of accepting the buyout or remaining at the Citizen. To facilitate timely resolution of this issue, employees will be required to provide an immediate response so that the Citizen can, if necessary, offer a choice to the next most senior employee(s) until its needs are met.
  - k) Departure date for those taking the buyout will be on or before December 31, 2012, notwithstanding the collective agreement and/or any legislative requirements that may apply. Excepting those on layoff with recall rights, approved leave of absence beginning on or after January 1, 2012, paid vacation and paid sick leave, employees must attend work up to and including their last scheduled shift to preserve eligibility for the buyout.
  - l) Employees accepting a buyout will be required to sign a release as attached at Appendix B.
3. Should the number of buyout applications from the lead hand classification be less than required to achieve a remaining complement of two (2) lead hands, lead hands may elect to bump into the MFI classification, provided

- a) the employee's total company seniority is greater than that of the MFI whose position is claimed;
  - b) the lead hand can lift a minimum of 45 lbs of weight from floor to waist
  - c) the lead hand is competent to perform MFI duties or can become competent in a reasonable period of time. An employee who fails to achieve competency in a reasonable period of time will be deemed to have applied for the buyout.
4. Should the number of buyout applications from the MFI be less than required to achieve a remaining complement of four (4) MFIs, MFIs may elect to bump into the MF2 classification, provided
- a) the employee's total company seniority is greater than that of the MF2 whose position is claimed;
  - b) the MFI can lift a minimum of 45 lbs of weight from floor to waist
  - c) the MFI is competent to perform MF2 duties or can become competent in a reasonable period of time. An employee who fails to achieve competency in a reasonable period of time will be deemed to have applied for the buyout.
5. Employees bumping into lower classifications will be paid at the rate applicable to the job they bumped into.
6. After the bumping, if any, is completed, should the remaining complement of MFIs be less than four (4), The Citizen will promote the most senior MF2 wishing to remain employed at the Citizen provided that employee can lift a minimum of 45 lbs of weight from floor to waist and provided that employee is competent to perform MFI duties or can become competent in a reasonable period of time. An employee who fails to achieve competency in a reasonable period of time will be deemed to have applied for the buyout;
7. Should the number of buyout applications from eligible MF2s exceed its requirements, all applications will be accepted by the Citizen.
8. Should the number of buyout applications be less than 80% of those employees deemed surplus by a workforce reduction which results in a remaining staff size of two (2) lead hand positions, four (4) MFI positions and twelve (12) MF2 positions, the most junior employees

in each classification will be deemed to have applied for the buyout until the 80% above is reached. Those remaining, if any, beyond two (2) lead hand positions, four (4) MFI positions and twelve (12) MF2 positions who are not bought out will be laid off.

9. Employees may elect to receive their buyout as salary continuance or as a lump sum and will be permitted to structure the buyout payment to save taxes as permitted by law.
10. It is understood and agreed that employees remaining after this workforce reduction do not have any guarantee of continuing employment or special status which would exempt them from layoff should the Company find it necessary to reduce the workforce for any reason in the future including but not limited to a reduction in the number of operating presses.
11. The union acknowledges and agrees that those accepting or deemed to have accepted a voluntary buyout package have waived any and all rights pursuant to the Collective Agreement including, without limiting the generality of the foregoing, the layoff and recall provisions of the Collective Agreement.
12. The parties agree that provided the Company complies with the provisions of this offer all outstanding issues as presented by the employer regarding the discontinuing of inserting at the Ottawa Citizen, are considered resolved.
13. Where any disagreement arises regarding the interpretation, administration or application of this Letter of Agreement, the parties agree that the matter shall be dealt with through a single arbitrator, who shall be seized of all such issues and shall remain seized until such time as all of the obligations provided for in this Letter of Agreement have been satisfied.



Effective: January 1, 2013 continuing until December 31, 2014

## **SECTION 1 – RECOGNITION AND JURISDICTION**

- 1.01 The Publisher recognizes the Union as the exclusive collective bargaining agency for all employees performing the function (whether by hand or machine) of inserting sections and supplements of The Ottawa Citizen Group Inc. employed in the City of Ottawa in the Province of Ontario save and except foremen and those above the rank of foreman.
- 1.02 It is a condition of employment that all employees in the bargaining unit shall become members of the Union upon commencing employment, and shall remain Union members in good standing.
- 1.03 The Publisher will not contract out work regularly performed by employees covered by this agreement where such employees are already laid off or where such contracting out would result in the layoff of such employees.
- 1.04 The Publisher will give due recognition to the chapel chairperson and the shop steward representatives of the Union within the chapel. The Union agrees to furnish the Publisher with a list of names of employees who have been elected or appointed chapel chairperson and/or shop steward authorized to represent the Union, and the Union will keep the list up-to-date.
- 1.05 The Publisher agrees to advise new employees that a collective agreement is in effect, and of the deduction of Union dues, and the name(s) of the chapel chairperson and/or shop stewards. The Publisher shall furnish new employees with a copy of the Collective Agreement.
- 1.06 Subject to operational requirements, the Chapel Chairperson or a Union Steward shall be granted 10 minutes on Company time to acquaint new employees with the benefits and responsibilities of Union membership. Said time may be, at the option of the Company, incorporated into group orientations of new employees.

1.07 Employees shall have the right to the presence of a Chapel Chairperson or Union Steward as a witness during any discussion with a supervisor that may result in a reprimand, suspension or discharge. Employees are further entitled to union representation at joint union/management meetings dealing with either disciplinary issues or accommodation/return-to-work issues following absences due to serious illness or injury. No written reprimand (with the exception of an employee's performance review) or written notice of suspension of an employee may be used against an employee at a future time if a copy of such written reprimand or written notice of suspension has not been forwarded to the Union within 14 days of when the discipline is given.

## **SECTION 2 – DUES CHECKOFF**

The Publisher agrees to deduct from the earnings of all employees and pay to the Union, not later than the 15th day of each month, all membership dues for the previous calendar month.

The Union must advise the Publisher in writing of the amount of Union dues to be deducted from wages: whenever the amount changes, the Union agrees to inform the Publisher of the change at least one (1) month before it is to take place. The Union will save the Publisher harmless from any claim made against the Publisher with respect to deductions made pursuant to this section of the agreement.

## **SECTION 3 – CLASSIFICATIONS AND WAGES**

Wage increments will be as follows:

Effective January 1, 2013 0.0%  
Effective January 1, 2014 0.0%

### **3.01 Lead Hand Classification**

Effective as at January 1, 2013  
Day Rate \$26.0743  
Night Rate \$27.9610

Effective as at January 1, 2014

Day Rate	\$26.0743
Night Rate	\$27.9610

3.02 **MF1 Classification (MF1) – Production Assistant, Shipper-  
Receivers**

Effective as at January 1, 2013

Day Rate	\$16.1899
Night Rate	\$17.2707

Effective as at January 1, 2014

Day Rate	\$16.1899
Night Rate	\$17.2707

3.03 **Machine Feeder 2 Classification (MF2) – Part-time Inserters**

Effective as at January 1, 2013

	<b>Day Rate</b>	<b>Night Rate</b>
After 7280 lifetime hours	\$13.9607	\$14.9515
After 5460 lifetime hours	\$13.6680	\$14.6362
After 3640 lifetime hours	\$13.3640	\$14.3210
After 1820 lifetime hours	\$13.0713	\$14.0057
Starting rate	\$12.7785	\$13.6905

Effective as at January 1, 2014

	<b>Day Rate</b>	<b>Night Rate</b>
After 7280 lifetime hours	\$13.9607	\$14.9515
After 5460 lifetime hours	\$13.6680	\$14.6362
After 3640 lifetime hours	\$13.3640	\$14.3210
After 1820 lifetime hours	\$13.0713	\$14.0057
Starting rate	\$12.7785	\$13.6905

3.04 Any member who is temporarily engaged in a higher classification shall receive the applicable rate of pay for the period of time worked in the higher classification.

- 3.05 Members in the classifications of lead hand and MFI shall be paid night differential at the rate of \$1.5714 per hour for hours worked between 6 p.m. and 6 a.m.

## **SECTION 4 – HOURS OF WORK AND SCHEDULING**

- 4.01 Members in the classifications of lead hand and MFI will be hired for 37½ hours per week day shift or 35 hours per week night shift or a combination of days and nights. Members in the classifications of lead hand and MFI will be scheduled to work a five-day workweek. Where it does not interfere with operational demands, members in the classifications of lead hand and MFI will be scheduled in such a way as to ensure two consecutive shifts off per week. Said consecutive shift off may change from week to week, dependent upon the schedule established by the Publisher.
- 4.02 Day shift shall be between 6:00 a.m. and 6:00 p.m. Night shift shall be between 6:00 p.m. and 6:00 a.m.
- 4.03 Lobster shifts shall be any shifts combining day and night hours and shall be paid at the night shift rate, if applicable.
- 4.04 Members in the MF2 classification will be hired when services are required for up to 37½ hours per week day shift or 35 hours per week night shift or combination of days of nights.
- 4.05 Members in the MF2 classification covered by this agreement shall, when needed, be hired for a minimum four (4) hour shift.
- 4.06 Meal periods shall be arranged through the foreman with the provision that no member shall be required to work more than five hours without at least a 30- minute meal period. The foreman shall schedule meal breaks on a rotating basis without interruption of production. Notwithstanding the above, and where it does not interfere with operational demands, members in the MF2 classification scheduled for the National Post shift shall receive their meal break before MF2s scheduled for the Ottawa Citizen shift.

- 4.07 Before the end of a given shift, the foreman shall provide the chapel chairperson with a list of employees required to work the next scheduled shift.
- 4.08 Foremen will not distribute shifts within the MF2 classification in a way that is demonstrably arbitrary, discriminatory or in bad faith.
- 4.09 Employees assigned to load a heavy insert into a hopper or to pile down a heavy insert may request relief from the heavy assignment through a change in work assignment after 30 minutes, and such request shall not be unreasonably denied by the lead hand or foreman. The duty to which the employee is reassigned shall be at the discretion of the lead hand or foreman, provided it is not done in a way that is discriminatory, arbitrary or in bad faith.

## **SECTION 5 – OVERTIME**

Overtime shall be worked when required by the Publisher and shall be paid as follows:

- 5.01 Members in the lead hand classification shall be paid the overtime rate for all time worked in excess of 37.5 hours in any one calendar week. The overtime rate shall be one and one half (1 *Yi*) times the applicable rate of pay in Section 3 for the first two (2) hours and two (2) times the applicable rate of pay in Section 3 thereafter.

The foreman shall distribute overtime on an equitable basis within each classification.

- 5.02 Members in the classifications of MFI and MF2 shall be paid the overtime rate for all time worked in excess of 44 hours in any one calendar week. The overtime rate shall be one and one half (1 *Yi*) times the applicable rate of pay in Section 3.
- 5.03 When members in the classifications of lead hand and MFI are scheduled to work on any public holiday in which The Ottawa Citizen Group Inc. does not publish, he/she shall be paid at two (2) times the applicable rate of pay specified in Section 3.

- 5.04 Members who have completed their regular work and are called back shall receive \$20.00 for the call and overtime rates for the time worked.
- 5.05 Overtime for lunch or supper shall be paid at the flat rate of \$15.00.
- 5.06 Overtime premiums will not be duplicated or pyramided nor shall other premiums be duplicated or pyramided.
- 5.07 Full time employees at their express option and with the express approval of the Publisher shall be free to take time off in lieu of overtime at the applicable overtime rate if the paid time off work is taken within three months of the work week in which the overtime is earned or, with the employee's agreement, within 12 months of that work week. All overtime shall be automatically paid in cash except in cases where employees request in writing time off in lieu of overtime. Such request must be submitted at the time the overtime is worked. Time in lieu of overtime can only be taken in full shifts.

## **SECTION 6 – STATUTORY HOLIDAYS**

- 6.01 The following shall be considered as statutory holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day. In addition to the holidays mentioned above, members shall be granted 2 floating days off each year to be taken at a time mutually agreed upon between the member and the foreman. If any new holiday such as "Heritage Day" is legislated to be a national holiday it will be added to the statutory holidays listed above.
- 6.02 On the above-mentioned holidays or days celebrated as such members in the classifications of lead hand and MFI on day shift will be paid for 7 Y2 hours at straight time rates and members in the classifications of lead hand and MFI on night shift will be paid for 7 hours at straight time rates.

- 6.03 The provisions of the Employment Standards Act of the Province of Ontario with respect to Public Holidays shall apply to members in the MF2 classification. Work on such public holidays shall be offered first to members in the MF2 classification who are normally scheduled to work that day, and shall be distributed equitably.
- 6.04 Employees who are members of non-Christian religions shall be entitled to absent themselves from working on their holy or spiritual days, provided two weeks notice is given to the foreman of the need to do so. Whenever possible, this shall be accomplished by using either a vacation day, a floating day, or other day which is owed. If no such days are owed, the employee may take the day off without pay. The employee shall not receive a greater benefit as a result of this clause.

## **SECTION 7 – VACATIONS**

- 7.01 Members in the classifications of lead hand and MF1 shall receive vacation as follows:
- Three weeks (15 working days) after one year's continuous service as at May 1st.
  - Four weeks (20 working days) after six years' continuous service as at May 1st.
  - Five weeks (25 working days) after fourteen years' continuous service as at May 1st.
  - Six weeks (30 working days) after twenty-four years' continuous service as at May 1st.

The Publisher agrees to provide members with thirty years of continuous service two additional days off per year at a time mutually agreed upon between the member and the foreman.

- 7.02 Members in the classifications of lead hand and MF1 with less than one year's continuous service as at May 1st will receive one day of vacation with pay for every 15 days worked or fraction thereof.
- 7.03 The provisions of the Employments Standards Act of the Province of Ontario with respect to vacation with pay shall apply

to members in the MF2 classification with six years of service or less from the date of hire. Members in the MF2 classification with more than six years of service from date of hire shall receive vacation pay of 6 percent. Vacation pay shall be paid weekly. Employees in the MF2 classification with more than one year of seniority shall be entitled to up to six months time off without pay for the purpose of vacation for a period of time mutually agreed upon between the employee and the foreperson. Such leave without pay shall not be unreasonably withheld, provided a minimum of two weeks written notice has been given to the foreman, and further subject to operational requirements. An employee who fails to return on the date mutually agreed will be deemed to have voluntarily resigned.

- 7.04 Vacation pay covered under Article 7.03 shall be paid as part of the member's regular earnings for the week in which the vacation pay applies.
- 7.05 No member shall be allowed to forego vacation in any calendar year. However, members in the Lead Hand and MF1 classification may request in writing by September 30th of each year to carry over up to two weeks of vacation to the next calendar year. The Publisher shall respond to such requests by October 15th of each year and shall not unreasonably withhold approval provided operational requirements can be met. Carried over vacation shall be taken at a time mutually agreed upon between the employee and the Company.
- 7.06 A member who resigns or is discharged shall be paid for earned vacation in accordance with the schedule.
- 7.07 Members in the classifications of lead hand and MF1 may take at least two weeks of their vacation between May 15 and September 30. As of March 15th of each year, a request list for vacation time shall be prepared by the employer for the upcoming vacation year that begins on May 1st. Members shall be offered the choice of vacation weeks in accordance with their priority in the leadhand classification and in accordance with their seniority by start date at the Citizen in the MF1 classification. Every member must select all of his/her vacation weeks for the entire year by April 15th in order to retain priority or seniority for vacation selection purposes.



The Publisher shall, in consultation with members, finalize the vacation schedule and post the schedule by April 30th of each year. Any vacation time chosen after April 30th shall be distributed on a first-come, first-served basis and shall not be subject to reassignment due to priority or seniority considerations.

It is agreed that vacation may be taken at any time during the year. The full vacation entitlement may be taken in successive weeks if it falls outside the prime time period of May 15th to September 30th, except the two work weeks containing Christmas Day and New Year's Day and the week of the March school break shall also be considered prime time and not included when scheduling full vacation in successive weeks. First choice vacation selections during prime time shall not exceed two weeks until all those who are so entitled and who desire it shall have received their two-week entitlement.

It is agreed that a maximum of two leadhands and two MF1s may be on vacation at any given time. This number may be increased by mutual agreement between the Publisher and the Union.

- 7.08 An employee may apply to take vacation time in units of days less than a week and the Publisher shall grant this provided it does not interfere with operational requirements. An employee applying to take vacation time in units of days less than a week will have his/her application processed only once the requirements of 7.07 have been met.

## **SECTION 8 – GRIEVANCE, ARBITRATION AND MEDIATION**

- 8.01 Grievances shall be adjusted and finally settled without stoppage of work by the following steps:

- Step 1: Either party to this agreement may lodge a grievance in writing with the other party on any difference between the parties concerning an interpretation, application or administration of the agreement. Within ten [10] working days of the occurrence or of the date that the initiating party could have reasonably known of

the occurrence or origination of the circumstances giving rise to the grievance, the initiating party shall take the matter to the other party within the department in order to achieve a mutually satisfactory resolution. If a satisfactory written resolution is not reached within five (5) working days or within such longer period that may be mutually agreed upon, the grievance shall be referred to Step 2.

Step 2: A standing committee of two representatives of The Publisher and two representatives of the Union shall be appointed. To this committee shall be referred all disputes which may arise as to the construction to be placed upon any clause or clauses of this agreement and appendices or alleged violation thereof which cannot be settled otherwise. Such representatives shall set a date to meet within five (5) days from the date when any question or difference has been referred to it for decision by either party of this agreement. Should the representatives be unable to unanimously agree within ten (10) days of the meeting, then it shall refer the dispute to a single arbitrator who shall be a disinterested party.

If the representatives of each of the two parties to this agreement fail to agree upon an arbitrator, the Ontario Ministry of Labour shall be asked to name an arbitrator.

The decision of the arbitrator shall be final and binding upon both parties and the cost of such arbitration to be borne equally by the Union and the Publisher.

8.02 Grievance mediation may occur in the following manner:

Either party may refer the grievance to grievance mediation provided said grievance is referred with thirty (30) calendar of the failure of the standing committee to unanimously agree. Where the matter is so referred, the grievance mediation process shall take place before the matter is referred to arbitration. Grievance mediation will commence with twenty-one calendar days from the grievance being referred to grievance mediation.

The mediation process is without prejudice to either party. No matter may be referred to grievance mediation that has not properly been carried through the grievance procedure. During grievance mediation, rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not attend on behalf of either party. The mediator will have the authority to meet separately with the parties.

The mediator will have no authority to compel the resolution of the grievance.

If the grievance is not settled through the grievance mediation process, the mediator shall provide the parties with an immediate oral advisory opinion and the grounds of such advisory opinion, unless both parties agree that no such opinion shall be provided. If no settlement is reached within five (5) calendar days of grievance mediation, the parties are free to submit the matter to arbitration providing no person serving as the mediator may serve as an arbitrator.

Nothing said or done by either party or the mediator may be referred to at arbitration. No document relied upon by either party for the first time at mediation shall be used against it at arbitration.

The union and the Citizen will bear the cost of the mediator.

## **SECTION 9 – SEVERANCE**

- 9.01 Upon layoff of members in the leadhand and MFI classifications, a member shall receive cash severance pay in a lump sum equal to one week's pay for every six months of service or fraction thereof, but not in excess of 52 weeks' pay, such pay to be computed at the rate of the highest basic weekly salary received by the member during the 12 months prior to dismissal. Service shall mean total consecutive and uninterrupted service with the Publisher.

- 9.02 Prior to the layoff of members in the leadhand and MFI classifications, the Publisher shall provide one (1) month's notice to the Union of the proposed layoff. The Union shall have 14 days in which to present the Publisher with recommendations on how to reduce the payroll to avoid some or all of the proposed layoffs. The Publisher shall consider recommendations made by the Union before making a final decision. No layoff notices shall be issued to employees during this 14-day period.
- 9.03 Members in the leadhand classification shall be laid off in reverse order of priority. Members in the MFI classification shall be laid off in reverse order of seniority.
- 9.04 Members in the leadhand and MFI classifications who have the skills and abilities to do the work with reasonable training may bump a less senior employee in a lower classification. An employee wishing to bump must indicate his/her intention in writing to the employer within 7 days of notice of layoff. Employees who bump into a lower classification shall be paid the applicable rate for those working in the lower classification.
- 9.05 Members in the leadhand and MFI classifications who are laid off shall be retained on a recall list for a period of one year. The Publisher shall fill each vacancy in the leadhand and MFI classification with a person from the recall list. The person to be hired shall be the person who has greatest company seniority and who was laid off from the classification in which the vacancy occurs or was laid off from a higher classification but meets the normal requirements within a 30-day familiarization period. If an employee is rehired after payment of severance pay and before the expiry of the number of weeks so paid for, the unused severance pay, taking into consideration the difference in pay, shall be refunded to the Publisher.

Time spent on the recall list shall not constitute a break in service but need not be counted as service time in computing seniority. That notwithstanding, for the purposes of calculating severance pay on subsequent

layoffs, severance pay previously provided to the employee shall be deducted from the severance pay owing as a result of the current layoff. Members in receipt of severance are not entitled to any benefits or right under the Collective Agreement, save and except the right to enforce the terms of Section 9 of the Collective Agreement. All payments described in Section 9 are subject to standard deductions and taxes.

Notification of recall will be by registered letter to the last known address of the employee. The employee shall be required to report to work within 10 working days of being recalled. Failure to respond to recall to the employee's former position will result in the employee being dropped from the recall list. It is the responsibility of those on recall lists to keep Human Resources informed of their current address.

- 9.06 Upon termination of employment due to death of a member, the Publisher shall pay to the beneficiary of the member designated in writing, or if no beneficiary has been designated, to the personal representative for distribution to those legally entitled thereto, a sum equal to the amount provided for in section 9.01.
- 9.07 If a member becomes permanently disabled to the extent that he/she is unable to perform his/her job and the Publisher is unable to place him/her in other acceptable employment, on presentation of medical proof the Publisher shall pay such member a sum equal to the amount provided for in section 9.01. Severance pay described above need not be paid to members eligible to receive long-term disability benefits as described in Section 14.
- 9.08 Upon layoff of members in the MF2 classification, a member shall receive cash severance pay in a lump sum equal to one week's pay for every six months of service or fraction thereof, but not in excess of 52 weeks' pay, such pay to be computed at the average weekly earnings received by the member during 12 months prior to dismissal. Service shall mean the

total consecutive and uninterrupted hours worked with the Publisher.

In order to determine whether a member of the MF2 classification has been deemed laid off, the Publisher will

- [a] Determine the date of assessment which is defined as the date six months immediately preceding the date that the Publisher served notice to the union of intent to layoff members in the leadhand and MFI classifications;
- [b] Determine the total number of hours worked by the 50% of MF2s who have worked the most shifts in the six month period between the date of assessment and the date that the Publisher served notice to the union of intent to layoff members in the leadhand and MFI classifications;
- [c] Determine the total number of hours worked by the same group of MF2s in the six month period preceding the date of assessment;
- [d] If the hours worked in [b] above are less than half of the hours worked in [c] above, layoff notices will be issued to members in the MF2 classification deemed to be surplus by the Publisher in inverse order of seniority;
- [e] Such layoff notices will be rescinded if, in the next thirty days the Publisher increases the hours of work to at least 50% of the hours worked in the six month preceding the date of assessment.

## **SECTION 10 – PROBATIONARY AND TRIAL PERIODS**

10.01 Full-time employees shall be considered probationary employees for the first ninety (90) calendar days of their employment. Part-time employees shall be considered probationary employees for the first 60 work days or 8 calendar months, whichever is earlier. The Publisher may dismiss a probationary employee for any reasons provided it does not act in bad faith and this shall constitute the lesser standard to be applied for the purpose of any hearing into the dismissal of a probationary employee. The CEP will be notified when a member fails to complete the trial period. It is understood and agreed the employee will be given feedback

with respect to their performance during the trial period. Feedback must be given on or about the 30-day and 45-day mark. On mutual agreement between the union and the company, the trial period can be extended.

The Union shall be informed whether failure to pass probation was due to absenteeism, disciplinary issue(s) or performance issue(s).

- 10.02 When a member successfully applies for a regular vacancy in a higher classification, there shall be a trial period of 90 calendar days, during which time training and instructions will be provided. An employee who does not successfully complete the trial period shall be returned to his or her previous classification without loss of seniority and will be covered by the terms and conditions of the contract relating to his or her previous classification. An employee kept in the higher classification more than 90 days, except for replacement of a temporarily absent employee, shall be considered regular in that classification.

## **SECTION 11 – RENEWAL OF AGREEMENT**

- 11.01 If prior to the termination of this agreement either party hereto wishes to propose an amendment to this agreement and a new agreement to take the place of this one upon its expiration date, it shall notify the other party in writing of its wishes not later than ninety (90) days prior to its expiration date. Negotiations for a new agreement shall start not later than forty-five (45) days before the expiration date of the agreement.

If notice is not given by one of the parties, as above described, it shall be construed as a renewal of this agreement for one year, and the agreement shall thereafter run for terms of one year, until open for negotiation by the procedure above described. If negotiations fail to result in a mutual satisfactory settlement, the matter shall be proceeded with under the provisions of the Labour Relations Laws of Ontario.

The parties agree that there shall be no strike or lockout while this agreement is in force in accordance with Section 72 of the Labour Relations Act of the Province of Ontario.

## **SECTION 12 – LEAVES OF ABSENCE**

12.01 If any member is elected or appointed to any office in the CEP Local 87-M, its parent body or any labour body to which the Communications, Energy and Paperworkers Union of Canada is affiliated, such member on his/her own request in writing shall be given leave of absence without pay and without effect on priority standing for the period of such leave. Such leave shall be a maximum of two years duration and may be extended upon mutual consent of the parties.

A member who is a delegate to conventions of the organizations named, whether local, national or international, and a member who is a delegate to special meetings called by the Communications, Energy and Paperworkers Union of Canada, on his/her own request in writing shall be given leave of absence without pay and without effect on priority standing for the period of such leave. It is understood, however, that leaves granted under this paragraph shall be limited to two members at any one time and any leave to a delegate shall be limited to not more than fourteen days duration.

12.02 The Publisher agrees to compensate any member for loss of earnings as a result of being subpoenaed by the Crown to appear in the court or serve on a jury.

12.03 Members on the night shift will not be required to work the night shift on two consecutive nights if they spend the intervening day in court. This article does not apply to anyone appearing in court charged with an offense against the law.

12.04 Parental leave of one day with pay shall be granted upon request. Such leave may be taken during the two weeks immediately following the birth or adoption of a child.



- 12.05 The Publisher shall grant one day of leave with pay per year for family emergencies to members in the classifications of lead hand and MFI. Payment beyond one day shall be paid at the discretion of the Publisher.
- 12.06 Members bereft by the death of a spouse, child shall be reimbursed for wages lost up to five working days at straight time pay. Members in the MF2 classification shall be reimbursed for lost wages at straight time pay for shifts previously scheduled within said five day period, said shifts to be considered 4 hours in length. Shifts eligible for payment shall fall in the five day period immediately prior to and/or following the death and do not include vacation, days off or statutory holiday.

Members bereft by the death of a parent, brother, sister, mother-in-law, father-in-law, grandparent or grandchild, shall be reimbursed for wages lost up to three working days at straight time pay. Members in the MF2 classification shall be reimbursed for lost wages at straight time pay for shifts previously scheduled within said three day period, said shifts to be considered 4 hours in length. Shifts eligible for payment shall fall in the three day period immediately prior to and/or following the death and do not include vacation, days off or statutory holiday.

Members bereft by the death of a sister-in-law or brother-in-law shall be reimbursed for wages lost up to one working day at straight time pay. Members in the MF2 classification shall be reimbursed for lost wages at straight time pay for shifts previously scheduled within said one day period immediately after the death, said shifts to be considered 4 hours in length. Shifts previously scheduled shall fall in the one day period immediately prior to and/or following the death and do not include vacation, days off or statutory holiday.

Reference to spouse or child includes persons related by marriage, adoptive or common-law relationships, and includes same-sex partners, step-parents and step-

children. Consideration such as distance and familial tie to the deceased may require bereavement leave longer than stated, but within reason, and permission for this shall not be unreasonably withheld.

- 12.07 Female employees shall be entitled to maternity leave without pay of up to 17 weeks on the birth of a child. Employees shall be entitled to parental leave without pay of up to 35 weeks on the birth or legal adoption of a child. Female employees may combine maternity and parental leave without pay for a total leave of up to 52 weeks on the birth of a child. Entitlement to parental leave without pay on adoption is conditional upon the issuance of either a placement order or an adoption order to the employee, alone or jointly with another person. The employee must provide official documentation of the placement. An employee may request an extension of leave without pay, and such agreement shall not be unreasonably withheld.

During the period of such leave, the Publisher will assume the full costs of the premiums for the insurance benefits in Section 14 in which the member is enrolled at the commencement of the leave. A member's usual vacation entitlement shall not be reduced as a result of being on such leave. Failure to return immediately following the expiration of such period of such leave shall be deemed a voluntary resignation.

- 12.08 Leaves described in Section 12 are not in addition to any statutory leave now in effect or which may be legislated to take effect at any time during the term of this agreement.

## **SECTION 13 – SICK LEAVE**

- 13.01 The Publisher shall provide members in the classifications of lead hand and MFI with sick leave in the amount of 75% of basic pay of up to a maximum of 130 working days accumulated in any one calendar year, except that a continuous or cumulative absence for the same illness or injury shall be limited to a total of 130 working days including statutory holidays within a twelve month period

regardless of whether the absence for said illness or injury carries over into the next calendar year when the affected member has qualified for Long Term Disability Benefits.

In case of compensable accident the Company will pay 100% of a member's wages less any amount received by the member from the Workplace Safety and Insurance Board. However, in no case are the above amounts to exceed the regular take home pay that the member would otherwise have earned had he/she not been absent on Workplace Safety and Insurance Board. To facilitate a regular income for the member, the Company will pay the member 100% of his/her regular straight-time wages and the member shall turn over to the company his/her earnings from the Workplace Safety and Insurance Board as soon as received. When required by the Publisher, a member on sick leave must furnish at his or her own expense a certificate signed by a duly qualified medical practitioner establishing that the member is incapable of working.

- 13.02 However, the company shall have the right to require any member who is receiving sick benefits to submit to a medical examination by an independent medical practitioner of its choice and at its expense.
- 13.03 No sick benefits will be paid for scheduled days off, vacations and statutory holidays.
- 13.04 No sick benefits will be paid for time lost due to alcoholism or drug abuse if treatment is refused.
- 13.05 A part-time member who reports to work but leaves before the end of his/her shift shall receive pay for the time worked only, except in cases of workplace injury or where emergency medical attention is required. A full-time member who is eligible for sick leave and who reports to work but leaves before the end of his/her shift shall receive pay for the time worked plus sick pay for the remainder of the shift. A full-time member who is not eligible for sick leave and who reports to work but leaves before the end of his/her shift shall receive pay for the

time worked only, except in cases of workplace injury or where emergency medical attention is required, in which case the member will be paid as if s/he worked the entire shift.

- 13.06 Employees who become ill while on vacation shall be entitled to sick leave and to reschedule their vacation at a time mutually agreeable to the employee and the Citizen provided the employee provides medical substantiation from a duly recognized medical practitioner establishing that the illness rendered him/her incapable of working for 5 days or more and either required hospitalization or was otherwise medically substantiated to the satisfaction of the Company.

## **SECTION 14 – BENEFIT PROGRAMS**

It is agreed that the Publisher will provide members in the classifications of lead hand and MFI with long term disability insurance, life insurance, comprehensive sickness and accident insurance, vision care insurance and dental insurance plans as follows:

The Publisher shall provide Basic Long Term Disability protection at company expense assuring members of a regular income equal to 40% of their pre-disability earnings. This level of benefit includes any disability income which the member receives from the Canada/Quebec Pension Plan and/or Workers' Compensation.

Members may elect additional Long Term Disability protection equal to either 12% or 24% of their earnings at their own expense.

Long Term Disability benefits will be paid to disabled members who are members of the LTD insurance plan from the end of the six month leave period until the member is able to return to work at any reasonable occupation or until the member reaches age 65. An employee wishing to return from Long Term Disability leave within two (2) years of commencement of such leave shall be reinstated in the same or comparable position providing that the employee furnishes the Publisher with a letter signed by a duly

qualified medical practitioner stating that the employee is capable of performing the required duties of the particular job.

The Publisher shall provide Basic Life Insurance coverage at company expense equal to one times the member's annual basic earnings, rounded to the next higher \$1,000.00.

Basic Life Insurance coverage will be automatically adjusted whenever the member's annual basic earnings change.

Members may elect additional life insurance coverage at their own expense equal to 1, 1½, 2, 2½ or 3 times their annual basic earnings, rounded to the next higher \$1,000.00.

Members may elect dependent life insurance coverage at their own expense for their spouse and eligible dependents.

The Publisher shall provide travel accident insurance at company expense to protect members while travelling on company business. This insurance will pay \$100,000.00 to the estate of a member who dies as the result of an accident while travelling on company business. Should a member suffer the loss of sight or limb while travelling on company business, the member will receive all or part of the above-stated amount. This travel accident insurance does not cover members during their regular commute between office and home.

Members may elect optional Accidental Death and Dismemberment insurance at their own expense. This optional AD&D coverage is available in \$25,000.00 units up to \$250,000.00 and offers 24-hour accident insurance. Members may choose between individual and family coverage.

The Publisher shall provide comprehensive sickness and accident insurance coverage at company expense (supplementing the Ontario and Quebec government plans) which pays 100% of hospital expenses and 80% of all eligible medical expenses. The Publisher shall provide vision care providing a maximum payment of \$200.00 towards the purchase of prescription eye glasses or contact lenses once within a 24 month period for eligible family members as part of the comprehensive sickness and accident coverage mentioned above. The hearing aid coverage will provide for a maximum payment of \$300 towards the purchase of a

hearing aid once within a 36-month period for eligible employees.

The Publisher shall continue the joint contributory Dental Insurance plan which pays 100% of basic services to a maximum of \$5,000.00 per person over 3 years and 50% of major restorative work to a maximum of \$1,000.00 per person per year. The premiums for the Dental Insurance plan shall be paid 60% by the Publisher and 40% by the employee.

It is understood that each of the plans referred to in this section shall be subject to the terms and conditions of the insurance agreement with the companies concerned.

The Publisher's obligations expressed under this section with respect to the provision of LTD protection, life insurance, travel accident insurance, sickness and accident insurance and dental insurance refer to the payment by the Publisher of the premiums necessary to obtain the insurance.

The Publisher shall, when requested, meet with the Union's accredited representative(s) and furnish information on company benefit and pension plans, including copies of the master agreements with the carriers. The Publisher further agrees to take note of any suggestions or criticisms relating to such information from said representative(s).

## **SECTION 15 – MISCELLANEOUS**

15.01 Seniority held by members in each classification shall prevail in the choice of days off. Such seniority shall not prevail but will be given due consideration by the Foreman in the scheduling of shifts and start times. Any person transferred into the bargaining unit from another jurisdiction within The Ottawa Citizen Group Inc. shall be treated as a newly hired employee for purposes of Union security. The Company shall notify the Union before any such transfer shall take place.

15.02 Proper sanitary conditions and ventilation shall be considered vital on the part of the Publisher and Union, provided that members affected by this agreement shall not be required to look after ordinary cleaning in their

department. It is understood and agreed that ordinary cleaning does not include duties currently being performed by machine feeders such as blowing out the machine before start-up and sweeping up the dust after blowing out the machine; removing jams from the strapping machine and disposing of the straps/refuse in the appropriate receptacle.

- 15.03 No employee shall be required to use equipment which has not received proper regular maintenance.
- 15.04 The Publisher agrees to make available a bulletin board for the exclusive use of the Union, for meeting notices and Union correspondence.
- 15.05 If during the life of this agreement, inserting machinery and equipment not covered by this agreement shall be introduced, the Publisher agrees to notify the Union in writing immediately when such new machinery and equipment is ordered and a new rate of payment shall be determined prior to operation of the new machinery and equipment by mutual agreement if possible. Upon failure to agree within twenty-one (21) days after such written notification, the dispute shall be settled by the arbitration procedure as provided in Section 8 of this agreement.
- 15.06 All members in the classifications of lead hand and MFI shall be given the opportunity to learn the set up and maintenance of the inserting machine.
- 15.07 The company will provide an annual safety boot allowance of \$125 per member to employees on staff as at March 15 of each year. The Publisher agrees to bear the cost of clean uniforms to employees in the classifications of lead hand and MFI. The company will provide two aprons to each MF2 at the time of employment and on [or about] April first of each year thereafter.
- 15.08 The parties agree that there shall be no strike or lockout while this agreement is in force in accordance with Section 72 of the Labour Relations Act of the Province of Ontario.

15.09 When a vacancy occurs in a regular position that the Publisher decides to fill, the Publisher agrees to post said regular position in the department. Applications will be accepted from any member of the bargaining unit. The Publisher shall weight the applicants for said position on their merits. However, where the merits are equal, seniority shall prevail in the Publisher's selection of the applicants to fill the vacancy. The final decision as to suitability shall rest with the Publisher. For this purpose, seniority shall mean start date at the Citizen for employees in the classifications of lead hand and MFI and hours worked at the Citizen for employees in the MF2 classification.

Subject to ability and qualifications, employees shall be given an interview, upon request, for any new or vacant positions within the bargaining unit, as posted by the Citizen, before new employees are hired for said positions. Said interviews need not be granted to any employee interviewed in the previous 6 months. An employee who was not the successful candidate, shall, upon request, be granted a post-selection interview provided the request is made within one month of the date upon which s/he was informed of the outcome of the selection process.

15.10 The parties recognize that age (defined as 16 years or more), gender, sexual preference, ancestry, race, colour, creed, place of origin, ethnic origin, citizenship, record of offense(s) where a pardon(s) has been granted, marital status, family status, handicap, and membership in the union are not considerations for employment, promotion, demotion, transfer, or discipline by the Publisher. The Publisher further agrees to maintain a workplace free from harassment, as per the employer's published anti-harassment policy.

## **SECTION 16 – Information**

The employer shall provide the Union:



- 16.01 Within 15 days of commencing employment for any new employee covered by this Agreement , the Publisher agrees to furnish to the Union, where available, the names, address, date of hire, telephone number, date of birth, classification, experience rating and salary of the new employee hired.
- 16.02 Within 15 days, reports of resignations, retirements, deaths, and change to classification, with appropriate dates.
- 16.03 Within 90 days of the expiry of this Agreement, upon request, complete salary information, including classification and seniority, of each employee covered by this Agreement. For this purpose, seniority shall mean the start date at the Citizen for employees in the classifications of lead hand and MFI and hours worked at the Citizen for employees in the MF2 classification.

## **SECTION 17 – Personnel Files**

By means of a written request from the employee to Human Resources, arrangements will be made for the employee, in the presence of a member of the Human Resources Department, to view the Publisher's personnel file maintained under the employee's name. The employee may have a union representative present, if so desired. The employee may request the removal of any record of discipline that has been on file for over a two-year period. Indetermining whether to acquiesce to the request, the Publisher will take into account factors including, but not limited to, the severity of the incident leading to discipline and other incidents leading to discipline, whether of a similar nature or not.

## **SECTION 18 – Notification**

Except when otherwise provided, correspondence between the Publisher and the Union shall be given by personal service upon or prepaid registered mail as follows:

To the Publisher:  
The Publisher,  
The Ottawa Citizen Group Inc.,  
P.O. Box 5020,  
Ottawa, Ontario  
K2C 3M4

To the Union:  
The President  
Communications, Energy and  
Paperworkers Union of Canada  
**Local 87-M**  
**1253 Queen Street East**  
**Toronto, Ontario**  
**M4L 1C2**

**And**

**The Chapel Chairperson**  
**Communications, Energy**

**Paperworkers Union of**

**Local 87-M**

**and**

**Canada**

Signed at Ottawa, Ontario this 27 day of May 2013.

For the Ottawa Citizen Group Inc.:

For the Union:

**Letter of Agreement  
between  
The Ottawa Citizen Group Inc.  
and  
Communications, Energy and Paperworkers Union of  
Canada  
Local 102-0  
Re: Lead Hand Seniority  
[based on start date at Citizen]**

1. Darrell Sim
2. Paul Tyo
3. Brian Sullivan
4. Denis Houle
5. Roger Renaud
6. Baylom Bounnapha
7. Paul Rollin
8. Corrie Belok
9. Nicole Gauthier
10. Deepak Sharma

**Letter of Agreement  
between  
The Ottawa Citizen Group Inc.  
and  
Communications, Energy and Paperworkers Union of  
Canada Local 102-0  
Re: Lead Hand Priority  
[based on start date in the classification]**

1. Darrell Sim
2. Paul Tyo
3. Denis Houle
4. Roger Renaud
5. Paul Rollin
6. Nicole Gauthier
7. Brian Sullivan
8. Baylom Bounnapha
9. Corrie Belok
10. Deepak Sharma

**Letter of Agreement  
between  
The Ottawa Citizen Group Inc.  
and  
Communications, Energy and Paperworkers Union of Canada  
Local 102-0  
Re: Lead Hand Hours of Work**

This letter will confirm our agreement that effective January 1, 1993, members in the lead hand classification will be paid for work weeks of 37 ½ hours day shift or 35 hours night shift or a combination of days and nights provided that such employees report and work all of their scheduled shifts except for absences due to illness or authorized paid leaves of absence.

It is further understood and agreed that the above does not confer on members in the lead hand classification any guarantee of continuing employment or special status which would exempt them from lay-off should the Publisher find it necessary to reduce the workforce or discharge for cause.

**Letter of Agreement  
between  
The Ottawa Citizen Group Inc.  
and  
Communications, Energy and Paperworkers Union of Canada  
Local 102-0  
Re: Sid Sheen**

This letter will confirm our agreement that Sid Sheen will be covered by the following terms and conditions of employment:

1. The rate of pay for Sid Sheen shall be

	<b>Day Rate</b>	<b>Night Rate</b>
Effective January 1, 2008	\$20.4049/hour	\$23.7198/hour
Effective January 1, 2009	\$20.9150/hour	\$24.3128/hour
Effective January 1, 2010	\$21.5425/hour	\$25.0422/hour
Effective January 1, 2011	\$21.9733/hour	\$25.5431/hour
Effective January 1, 2012	\$22.4128/hour	\$26.0539/hour

2. The workweek for Sid Sheen shall be 37½ hours day shift and 35 hours night shift or a combination of days and nights.

3. Sid Sheen will be treated as if he were a member of the lead hand classification for the purposes of the following sections of the collective agreement:

Section 3.05

Section 5.01

Section 5.03

Section 6.02

Section 7.01

Sections 12.04, 12.05, 12.06

Section 13.01, 13.02, 13.03, 13.04, 13.06

Section 14

Letter of Agreement re Lead Hand Hours of Work

4. Except as outlined above, Sid Sheen will be covered by sections/clauses outlining rights and obligations for all members, and shall not be covered by sections/clauses specific to machine feeders only.

**Letter of Agreement  
between  
The Ottawa Citizen Group Inc.  
and  
Communications, Energy and Paperworkers Union of Canada  
Local 102-0  
Re: Section 15.01**

It is understood and agreed that the language in Section 15.01 will not operate in such a way as to breach any legislative or contractual obligations, irrespective of the seniority of the employee wishing to exercise his/her seniority rights.

The parties will work together to attempt to ameliorate the impact of Section 15.01 on low seniority employees.

**Letter of Agreement  
between  
The Ottawa Citizen Group Inc.  
and  
Communications, Energy and Paperworkers Union of Canada  
Local 102-0  
Re: Hiring Outside the Bargaining Unit**

It is the policy of the Citizen, all other things being equal and where permitted by the relevant collective agreement, to give preference to internal Citizen employees over external candidates. For the purpose of our policy, internal candidates are not limited to, but include, members of the CEP bargaining unit.

**Letter of Agreement  
between  
The Ottawa Citizen Group Inc.  
and  
Communications, Energy and Paperworkers Union of Canada  
Local 102-0  
Re: Modified Work**

The Publisher and Union recognize and honour their obligations in law to accommodate persons with disabilities by providing modified work assignments as outlined in this letter.

A modified work assignment may encompass any function or combination of functions that enable employees to contribute productively while ensuring no risk to the health and safety of any person, or risk to equipment.

Employees must provide satisfactory medical proof of disability requiring accommodation, including any functional restrictions. Where the Publisher considers it necessary, the company shall have the right to require any employee seeking accommodation to submit to a medical examination by an independent medical practitioner, at the Company's expense.

The Publisher has agreed that it shall maintain one position per running line (checker) that will be made first available to employees who are medically certified as requiring accommodation. Only employees with proven competence or those who can acquire such competence within five (5) days will be eligible for this modified duty.

At the discretion of the Publisher, and dependent upon such considerations as insert volume and weight, up to two inserting positions per running line may also be made available to persons requiring accommodation.

When accommodating an employee, the Publisher shall consider positions in the following order:

The employee's current position

- Other positions within the employee's classification
- Other positions in the bargaining unit
- Positions outside the bargaining unit

The Publisher's obligation is to provide a suitable modified work assignment, not the employee's preferred modified work assignment. If an employee is accommodated into a lower-paying classification, the Publisher agrees to continue its current practice of paying employees at their former rate of pay for the first three months of accommodation.

The Publisher agrees to provide the Union with a list, at the start of each month, of those employees who are currently on modified work assignment. The Union agrees that the privacy interests of those employees require this document will not be posted anywhere.

With the employee's written consent, the Publisher will provide the Union with medical information with respect to modified work assignments of more than three months.

Excluding information with respect to functional restrictions, said medical information shall be shared only with the Local executive and legal counsel.

Information with respect to functional restrictions must be shared with those co-workers who assign duties so as to ensure appropriate modified work assignments. The parties agree to develop a working protocol by which said co-workers will be advised, at the beginning of their shift, of those employees on shift on the same line who are on modified duties and the functional restrictions.

Nothing in this Letter of Agreement creates an obligation on the Publisher to employ an employee in work that the Publisher does not

require performed or to accommodate or continue to accommodate in the absence of medical substantiation as outlined above.

**Letter of Agreement  
between  
The Ottawa Citizen Group Inc.  
and  
Communications, Energy and Paperworkers Union of Canada  
Local 102-0  
Re: Temporary Promotion**

It is understood and agreed that except as outlined under Section B (below), when the Publisher decides to assign extra shifts, they will be allocated on the following basis:

Section A

- Lead hands shall first be offered an extra shift within their classification at straight time rates providing the total of the straight time hours worked by a member in any one financial week does not exceed 44 hours per week.
- Before being offered to members in the MF2 classification, any additional extra shifts in the lead hand classification will first be offered to members in the MFI classification, at the lead hand rate of pay, providing the total of the straight time hours worked by a member in any one financial week does not exceed 44 hours per week.
- MFIs shall first be offered an extra shift within their classification at straight time rates before extra shifts are offered to members in the MF2 classification at the MFI rate of pay, providing the total of straight time hours worked by a member in any one financial week does not exceed 44 hours per week.

Section B

Notwithstanding the foregoing, any employee calling in within 2 hours from the start of his/her scheduled shift, if replaced, may, at the discretion of the foreman, be replaced from the floor.



**Letter of Agreement  
between  
The Ottawa Citizen Group Inc.  
and  
Communications, Energy and Paperworkers Union of Canada  
Local 102-0  
Re: Day Shifts**

The Citizen agrees that it will continue its practice of permitting seniority, as defined in Section 16.03, to prevail among members in the MFI classification in the selection of a day position in situations where the Citizen creates a regular day position or in situations where an existing regular day position that the Citizen intends to maintain becomes vacant, provided the most senior person selecting the day shift is trained and competent to perform the day duties or can become competent in a reasonable time period with training.

**Reimbursement Agreement**

I understand that as part of the change from the old vacation year of July to June to a new vacation year of May to April, I will be receiving an advance in vacation days from the Citizen of days. This letter shall constitute acknowledgement on my part of such advance. I understand and agree that the Citizen may deduct the equivalent amount of days pay from any wages or other amounts then owing me by the Citizen at such time as my employment with the Citizen is terminated.

**Letter of Agreement  
Re: Plant Operations**

It is not the intent of the Publisher to cease printing and distributing The Ottawa Citizen newspaper during the life of the January 1, 2013 to December 31, 2014 collective agreement.

That notwithstanding, if the Ottawa Citizen during the life of the January 1, 2013 to December 31, 2014 collective agreement, decides to further restructure in the mailroom those bargaining unit members, if any, deemed redundant will be offered a buy out in accordance with the buyout being offered at the time, if any, or the buyout offer of December 14, 2012, whichever is greater. In addition, as of January 1, 2012, an employee who returns from paid sick leave or wsm and is not able to exercise their rights

under the Letter of Agreement Re: Discontinuing Inserting at the Citizen dated December 14, 2012 shall be offered a buy out in accordance with the buyout being offered at the time, if any, or the buyout offer of December 14, 2012, whichever is greater.

The Publisher's decision(s) shall not be made in a way that is arbitrary, discriminatory or in bad faith.

**Letter of Agreement  
Re Belok, Sharma, Thew, Craig**

It is recognized and agreed that:

1. When calculating the buyout for Corrie Belok and Deepak Sharma, it will be done based upon their average weekly earnings as a lead hand prior to bumping into the MFI classification.
2. When calculating the buyout for Ed Thew, it will be done based upon his average weekly earnings as a MFI prior to bumping into the MF2 classification.
3. Brenda Craig's severance package will be enriched to the amount of the buyout package.
4. Grievances 14664, 14665, 14651, 059073, 059079, 059081, and 059080 will be considered settled. No further grievances or complaints dealing with the facts leading to grievances 14664, 14665, 14651, 059073, 059079, 059081, and 059080 will be pursued.

Grievances

Grievance number 31739; 31740 and 59071 will be withdrawn.