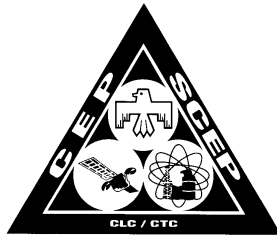


# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE DAILY OBSERVER  
Osprey Media Group Inc.  
(Mailroom)**

**AND**



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

Effective from September 30, 2008 to March 31, 2011

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## Local 87-M History

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

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

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

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

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

But the need and desire for a union didn't die. In 1948, the Toronto Newspaper Guild was resurrected and was able to demonstrate majority support in the Star newsroom. That meant it could be certified by the Ontario Labour Relations Board under newly enacted labour laws, with the result that the company was obliged to bargain with the union. The new union's first president was Beland Honderich, later to become publisher and part-owner of the Star. Honderich set the tone for this new union when he wrote in the first issue of the local union's newsletter "We are now trade unionists...members of that great body of men and women who have been striving for years to improve the living standards of Canadian workers...A union, if it is to be successful, must be representative...it must be democratic..." Those goals continue to motivate this union.

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

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

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

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

Employees made major gains in wages, benefits and working conditions in those early years, and were generally able to do it without having to resort to strike action. The very first strike in the young local's history took place at the Racing Form in July of 1951. It lasted all of 30 minutes. All 13 members went on strike when the employer refused to implement wage increases that had need negotiated. They returned to work with guarantees that all members would get their increases and they did. When the Guild's first major strike came, it was at a small paper, and it was a messy one.

Employees at the Thomson-owned Oshawa Times walked out in 1966 in a two-week strike that became one of the biggest Canadian labour battles of the era. While the strike involved only 35 employees, the courts granted a controversial injunction limiting picketing. That prompted a rebellion in the strong union town, and picket lines swelled to more than 1,000 with the support of other unions. When the local sheriff showed up to try to enforce the injunction, he was pelted with snowballs and beat a hasty retreat. Newspaper publishers were outraged, but the strike was settled very soon after. A second strike in Oshawa was also long and difficult in 1995 and created the local union's first strike paper operating in competition with the Times. At the end of the strike neither paper survived.

In 1955 the young local union had to confront the loss of one of its early activists and a former president A.O. (Alf) Tate, a Star photographer who was killed in a work accident. Tate and reporter Doug Cronk were assigned to report on a hurricane off the coast of Florida when their plane went missing. Their bodies were never found. The union honoured Tate by creating a journalism scholarship in his name. Originally, the scholarship was awarded to a needy grade 11 student who demonstrated ability and was selected by the Toronto School Board. Today the local maintains the A.O. Tate scholarship for a journalism student at Ryerson University in Toronto.

Fred Jones followed Tate as local union president. Jones left the local to work for the international union as a Canadian representative where he continued to work with local 87. He later returned to the local as Executive Secretary. His

contribution to the union has also been recognized with an internal award. Every year a local activist is granted an educational subsidy in Jones' honour.

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

The late '60s and the 1970s were a more stable period for the union, as the Guild settled into perhaps a too-cozy relationship with the newspaper companies. Organizing of new groups was given little priority. The union, recognizing it was more than just a Toronto organization, changed its name in the late 70s to Southern Ontario Newspaper Guild, but made no serious effort to expand. The parent union, recognizing it had members outside the United States, changed its name from American Newspaper Guild to The Newspaper Guild. The early 1970s also saw the first major stirrings of Canadian nationalism within the union, as the Toronto Guild pressed with only minimal success for more Canadian autonomy within the international structure.

The local also had stable leadership through these years. Jack Dobson of the Globe and Mail served 8 terms as local president from 1959 through 1966 when he resigned to become a local union staff representative. Later, John Lowe of the Star led the union for 9 terms from 1976 through 1984. While a woman was not president until 1989 when Gail Lem was first elected, women played a key role in the union and its executive from the earliest days. Star reporter Judith Robinson was part of the 1939 organizing committee and women like Lillian Thain and Nadia Bozinoff also of the Star, Isabel Greenwood and Jean Pakenham of the Telegram and Margaret Daly of the Star all made fundamental contributions to the union's successes.

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

**A**t 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.

**O**rganizing took off in the early '80s, with the Hamilton Spectator newsroom joining SONG and with the landmark organizing drive at Maclean's magazine, where editorial staff went on strike for two weeks in 1983 and gained their first

contract. Maclean's part-time employees joined the union in 2005 and these two groups represent the only unionized operations in the Rogers Publishing empire. The Globe and Mail's outside circulation department and advertising staff also went union.

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

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

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

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

**But throughout the period of expansion in the 1990's, the leadership of SONG became increasingly frustrated with the lack of attention and service that the Newspaper Guild's Washington head office was providing to Canadians. After a long and unsuccessful campaign for more Canadian autonomy within the Guild international, SONG members voted in 1994 to sever ties with The Newspaper Guild. Shortly afterwards, SONG affiliated with the Communications, Energy and Paperworkers Union of Canada (CEP), and is now Local 87-M of the CEP. The CEP is an all-Canadian union with more than 150,000 members and Canada's largest media union.**

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

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

Despite restrictive labour laws passed by the Conservative government elected in Ontario in 1995, SONG has continued to organize, bringing in employees of ethnic community newspapers at Sing Tao Daily, Share, the Korea Times and the World Journal. In early 2002 a further 350 employees of the London Free Press chose union representation with SONG. Their Quebecor cousins in the Toronto Sun newsroom joined up in early 2003, followed closely by the Local's first broadcasting bargaining units at CHUM's New PL/WI/NX now known as the A Channel and Corus. Soon after pre-press employees at the Toronto Sun and editorial employees at the Ottawa Sun chose SONG. In addition, employees at the Stratford Beacon Herald advertising department and the Simcoe Reformer and the free daily Metro have joined SONG. By 2004, the Local represented media workers in newspapers, magazines, book publishing, television and specialty broadcasting, radio and internet: in recognition of this diversity, we changed the name of our Local to the Southern Ontario News*media* Guild.

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

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

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

## **ARTICLE 1- PREAMBLE**

This Agreement made and entered into this 5<sup>th</sup> day of December, 2005 between The Daily Observer, Osprey Media Group Inc., through its authorized representative, hereinafter referred to as the "Publisher" and The Communications, Energy and Paperworkers Union of Canada, Local 102-10, hereinafter referred to as the "Union".

The purpose of this Agreement is to facilitate collective bargaining between the Publisher and the Union; to encourage cooperative and expeditious resolutions of workplace issues; and to facilitate the efficient production of the newspaper.

Irrespective of the date upon which this agreement comes into effect, its terms will be implemented effective on the date of ratification, unless mutually agreed otherwise.

## **ARTICLE 2 - DURATION AND COVENANT**

Witnesseth - That this agreement is in effect from and after September 30, 2008 for a term of 34 calendar months ending March 31, 2011 and thereafter until a new agreement is affected.

The parties agree that there shall be no strike, slowdowns, stoppages of work, or lockout while this agreement is in force in accordance with the Labour Relations Act of Ontario.

## **ARTICLE 3 - DEFINITIONS**

The following definitions shall apply to all clauses in the collective agreement unless mutually agreed otherwise:

### **[a] Regular Employees**

- have completed their probationary period.
- maintain continuous employment.
- regularly work in excess of 24 hours per week.
- this shall not be taken to mean that employees are guaranteed payment of hours not worked in the week, unless pay for time-not-worked is required elsewhere in this contract.

### **[b] Part-Time Employees**

- have completed their probationary period.
- maintain continuous employment.
- regularly work 24 hours or less per week, but may work in excess of 24 hours from time to time.



- this shall not be taken to mean that employees are guaranteed payment of hours not worked in the week, unless pay for time-not-worked is required elsewhere in this contract.

[c] Temporary Employees

- replace regular and part-time employees when absent, are employed for special projects, or are employed for transient purposes.
- are employed for no longer than six (6) months unless replacing for extended sick leave, approved leave of absence or unless mutually agreed to by the Publisher and the Union.

[d] Work Week

- excluding weeks in which a statutory holiday(s) falls, the normal work week shall consist of up to forty (40) hours per week within a period of seven calendar days.
- the normal work week in which a statutory holiday(s) falls shall consist of up to forty (40) hours per week within a period of seven calendar days, less the hours paid but not worked.

[e] Benefits

- benefits referred to in this collective agreement are life insurance, major medical, dental, hospital, long term disability.

[f] Day

- unless otherwise specified in this collective agreement, all references to days shall be working days, excluding statutory holidays.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

The Union recognizes that, subject to the terms of the Collective Agreement, it is the exclusive right of the Publisher to manage its enterprise and, without restricting the generality of the foregoing, to plan, direct and control its operations, facilities, systems and procedures, to maintain order, discipline and efficiency, to hire, retire, assign duties, promote, classify, reclassify, create, combine or eliminate classifications, fill and determine vacancies, layoff, recall, demote, appoint, transfer, discharge, suspend or otherwise discipline for just cause employees who have completed their probationary period, to determine complement and number of employees required, to schedule working hours, to extend, curtail or cease operations, to subcontract, to establish and enforce rules and regulations governing the conduct of the employee. The Publisher agrees that it will not exercise rights in a manner inconsistent with the terms of this Collective Agreement.

All matters concerning the operations of the Employer not specifically dealt with herein shall be reserved to the Employer and be its exclusive responsibility.

#### **ARTICLE 5 - UNION RECOGNITION**

- [a] The Publisher recognizes the Union as the sole and exclusive collective bargaining agent for all mailroom employees of The Daily Observer, Osprey Media Group Inc., in the city of Pembroke, save and except supervisor, persons above the rank of supervisor, drivers, sales staff, and persons in bargaining units for whom any trade union held bargaining rights as of March 11, 1999.
- [b] The Union agrees to furnish the Publisher with a list of names of employees who have been elected or appointed Union Officers and Stewards authorized to represent the Union, and the Union will keep this list up to date.
- [c] It is understood and agreed that the Publisher is the authorized representative of the Company. In the absence of the Publisher, the Office Manager is the authorized representative unless otherwise specified in writing by the Publisher.
- [d] Stewards, members of committees and Union Officers will be required to perform their regular duties and will not leave or otherwise interrupt their regular duties to attend to Union business without first obtaining the permission of the supervisor or his/her designated representative. Permission to attend to legitimate Union business will not be unreasonably withheld. When a Steward leaves or otherwise interrupts his/her regular duties to attend to Union business, he/she shall be paid for time worked up to the point of leaving or otherwise interrupting his/her regular duties to attend to Union business, unless the Steward is attending a Company/Union meeting regarding issues of contract administration in which case there shall be no loss of regular pay.
- [e] In the event the Employer creates a new position or enlarges an existing position, the parties shall discuss the issue of inclusion or exclusion from the bargaining unit. If the parties cannot agree as to the issue of inclusion or exclusion from the bargaining unit, the issue will be referred to the Ontario Labour Relations Board for "determination of employee status".

#### **ARTICLE 6 - UNION MEMBERSHIP**

All new employees hired after the effective date of this Agreement shall authorize the Publisher to deduct from their wages the regular monthly union dues. Upon completion of their probationary period, employees shall be required, as a condition of employment,

to become members of the Union and to remain members in good standing during the term of this Agreement.

#### **ARTICLE 7 - DUES CHECK-OFF**

The Publisher agrees to deduct from the earnings of each employee in the bargaining unit, whether or not the employee is a member of the Union, and pay any dues or assessments, as specified by the Union. Such dues shall be deducted in accordance with a written schedule furnished by the Union to the Publisher at least one month prior to its intended implementation. The schedule shall be used by the Publisher in calculating dues and assessments until the Union gives written notice of amendment. Such amendment shall be furnished by the Union to the Publisher at least one month prior to its intended implementation.

Deductions shall be made from each pay and remitted to the Union monthly. The Union agrees to indemnify and save the Publisher harmless against all claims or other forms of liability resulting from deductions made or payments made in accordance with this Article.

#### **ARTICLE 8 - INFORMATION**

The Publisher shall within thirty (30) calendar days of the ratification of this Agreement, and every six (6) months thereafter, supply the Union with a list containing the following information for all employees covered by this Agreement:

- [a] Name
- [b] Date of Hiring
- [c] Classification
- [d] Wage Rate

#### **ARTICLE 9 - GRIEVANCE AND ARBITRATION**

- [a] A grievance is defined for the purposes of this Article as an expressed difference or dispute between an employee and the Publisher, or the Union and the Publisher regarding the interpretation, application, administration or alleged violation of this Agreement. It is the mutual desire of the parties hereto that such grievances be adjusted and settled as quickly as possible without stoppage of work.

Within ten (10) working days of the occurrence of or the date that the employee could have reasonably known of the occurrence or origination of the circumstances giving rise to the grievance, the employee shall take the matter to the immediate supervisor in the department concerned in order to achieve a

mutually satisfactory resolution. Such employee may ask a union representative to accompany him/her when taking the matter to the immediate supervisor, in which case the immediate supervisor may have another member of management attend the meeting. If a satisfactory resolution is not reached within two (2) working days or within such longer period which may be mutually agreed upon, the grievance shall be taken up in the following manner and sequence provided it is presented within five (5) working days of the immediate supervisor's reply to the employee.

### **STEP 1**

The Union Representative shall make a written presentation to the immediate supervisor setting forth the name[s] of the grievor[s], the date[s] the incident[s] occurred, the nature of the grievance, the Article[s] of the collective agreement alleged to have been violated and the relief sought. A meeting shall be held between the parties within five (5) days of receipt of the written presentation to discuss the grievance. The Publisher shall give the Union Representative a decision in writing within two (2) working days following the meeting.

### **STEP 2**

Failing settlement of the grievance, the Union shall, within five (5) working days of receiving the reply of the Publisher refer the matter in writing to Step 2 of the grievance procedure.

At Step 2 of the grievance procedure, a meeting shall take place between the Local Union Representative and the Employer Representative.

The Employer shall reply in writing within ten days of the meeting.

### **STEP 3**

Should Step 2 of the grievance procedure fail to resolve the grievance, the grievance may be referred to a meeting between the Publisher and the National Union Representative. Such meeting shall be set up within five (5) days of the referral and such meeting shall occur at the earliest possible date but no later than (21) days after the referral [such time may be extended by mutual agreement]. If the grievance cannot be settled at this meeting, the Union may then refer the grievance to arbitration, in accordance with the terms and conditions of the Labour Relations Act of Ontario, within a further thirty (30) calendar days of completion of the steps outlined in this Article. The results of such arbitration shall be final and binding on both parties. In any grievance, the parties may by mutual written consent omit the referral to Step 2 or the meeting with the National Representative and refer the matter directly to arbitration.

- [b] The parties agree, in the interest of cost-containment, that a single arbitrator constitutes a Board of Arbitration. Unless mutually agreed otherwise, the parties will use a single arbitrator when it becomes necessary to resolve a grievance through arbitration. The parties shall each share equally the cost of the services of the arbitrator, who shall be chosen on mutual agreement of the parties. The decision of the arbitrator shall be final and binding on the Union and the Publisher.
- [c] The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement; nor to deal with any matter not covered by this Agreement nor to alter, modify or amend any part of this Agreement.
- [d] Time limits set out in this Article are mandatory. Failure to comply with the time limits set out in this Article shall result in the grievance being deemed to be withdrawn and abandoned. Any grievance shall be deemed to have been withdrawn and abandoned if the grievance is not advanced through the grievance procedure in accordance with the time limits outlined in this Article. Time limits shall be extended only by mutual consent of the parties in writing.
- [e] Employees shall have the right to have a shop steward present at any disciplinary meeting in which the employee is to be given a verbal or written warning, or a notice of suspension or letter of discharge. A copy of any written warning or notice of suspension or letter of discharge shall be given to the employee and the Union. A written warning or notice of suspension or letter of discharge shall include the reason[s] for such discipline and shall be issued within five (5) days of the warning, suspension or discharge.

Notwithstanding the above, an employee may request the presence of a Union Representative at any meeting with management.

- [f] It is agreed that the Company will not discipline or discharge an employee except for just cause. Step 1 of the Grievance Procedure may be omitted on mutual agreement in the case of discharge for just cause.
- [g] A policy grievance shall proceed directly to Step 2 of the grievance procedure. A grievance by management shall be advanced in accordance with Article 9 [a - e] above, but shall proceed directly to Step 2 of the grievance procedure.

## **ARTICLE 10 - SENIORITY**

- [a] Seniority shall mean length of continuous employment with the Publisher.
- [b] Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following circumstances:

- resignation
  - retirement
  - discharge for just cause without reinstatement through the grievance or arbitration procedure
  - lay off for a period exceeding the period during which an employee has recall rights under the collective agreement
  - absence from work for more than three [3] working days without providing a reasonable explanation which is substantiated
  - absence from work beyond authorized leave or vacation without providing a reasonable explanation which is substantiated
  - fails to report for work within seven [7] days after notification of recall to work following a layoff
- [c] An employee will be considered on probation until he/she has completed 360 work hours, or twelve (12) calendar months, whichever comes first. The probationary period may be extended by another 360 work hours by mutual agreement between the parties. A probationary employee shall be deemed to have no seniority. Upon successful completion of the probationary period an employee shall be deemed to have seniority from the date of his/her hiring.
- [d] A probationary employee laid off before completion of the probationary period and subsequently rehired within six (6) months from the date of his/her original hiring shall be given credit for the number of hours worked previously towards completion of his/her probationary period.
- [e] The Publisher may dismiss a probationary employee for any reason, in its sole discretion, 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.
- [f] If a reduction in workforce is necessary, temporary and probationary employees in the affected group, as defined in Article 17[b] -Layoff Procedure, shall be laid off first.

## **ARTICLE 11 - PART-TIME EMPLOYEES / TEMPORARY EMPLOYEES**

- [a] Part-time employees are included in all provisions of this agreement, except Article 14 - Benefits and Article 16 - Statutory Holidays. In addition, Article 18 [a] - Leave of Absence shall not apply for the purposes of the affected part-time employee who is ill or injured advancing on the wage grid.
- [b] Part-time employees shall have first opportunity to replace a regular employee who is on a temporary leave of absence. When a part-time employee replaces a

regular employee on a temporary leave of absence, they shall continue to be covered by the provisions of this article.

Seniority for part-time employees shall be prorated based on a forty (40) hour work week if they become a regular employee, and are not replacing for temporary leaves of absence.

- [c] Temporary employees are included in all provisions of this agreement, except Article 14 - Benefits, Article 15 - Vacation, Article 16 - Statutory Holidays, Article 17 - Layoff Procedure, Article 18 [a & b] - Leave of Absence and Article 19[a] - Expenses. Temporary employees shall be eligible for statutory holiday pay and vacation pay in accordance with the formula in the Employment Standards Act.
- [d] A temporary employee will not be hired where it would result in the layoff of a regular or part-time employee.

## **ARTICLE 12 - WAGES**

- [a] Employees shall advance along the following hourly wage scale according to hours worked within the classification held:

| <b>Wages</b>  | <b>Upon ratification *</b> | <b>Mar.31/09</b> | <b>Mar.31/10</b> |
|---------------|----------------------------|------------------|------------------|
| Start         | \$ 9.00                    | MW + \$0.20      | MW + \$0.20      |
| After 1 year  | \$10.00                    | MW + \$0.75      | MW + \$0.75      |
| After 2 years | \$10.50                    | MW + \$1.35      | MW + \$1.35      |

\* Retroactive pay of will be paid to all employees covered by this collective agreement upon ratification, for all hours worked since October 1, 2008.

Should the planned minimum wage increase on March 31, 2009 change, the wage grids will be increased by 1 % on the rates in effect at that time, or as per above whichever is greater.

Should the planned minimum wage increase on March 31, 2010 change, the wage grids will be increased by 1.5 % on the rates in effect at that time, or as per above whichever is greater.

A lead hand premium of \$0.50 per hour worked will be paid when an employee is designated as a lead hand. It is understood that the Employer retains the sole right to determine if a lead hand is necessary, and also to determine the employee so designated.

It is further understood that a lead hand is responsible for co-ordinating the flow of work, but does not have the authority to discipline bargaining unit employees.

The Employer may designate qualified forklift operators as necessitated by production requirements determined by the Employer. It is understood that the Employer shall provide training for these designated employees and they must have successfully completed the forklift training.

A designated qualified forklift operator shall be assigned by the Employer and shall be paid a premium of \$0.15 per hour for all hours designated by the Employer. This premium shall not apply to any designated lead hands required to operate the forklift.

- [b] The Employer will notify the Union of any new job classification it establishes in the bargaining unit. If the rate of pay for the new classification is challenged by the Union, the parties shall meet and endeavour to resolve the issue. Any change agreed to shall be retro-active to the date the employee began work in the new job classification.

### **ARTICLE 13 - HOURS OF WORK AND OVERTIME**

- [a] The standard work schedule for regular and part-time employees shall consist of a minimum of a three (3) hour shift. This shall not apply if the regular or part-time employee is scheduled to work less than three (3) hours a day between the hours of 6:00 a.m. and midnight.

Regular and part-time employees “called in” outside of the schedule, shall be called in order of seniority, for a minimum of three (3) hours.

- [b] Work schedules shall be arranged by seniority and posted by the Employer on Wednesday by 2:00 p.m. (or as mutually agreed otherwise) for the immediately following Thursday to Wednesday period. Such schedule may be changed at any time by the Employer to meet the requirements of the operation. Prior notice of such changes will be given when possible. The hours posted by the Employer for efficient and scheduled production shall prevail.
- [c] Where an employee is authorized by the Publisher to work in excess of forty (40) hours/week, the employee shall be paid for each hour worked in excess of forty (40) hours/week at an amount equal to one and one-half times the regular rate of the employee.

Employees may have scheduled daily shifts in excess of (8) hours per day ( but not more than twelve (12) consecutive hours per shift), provided that the normal work week of forty (40) hours in a five day period is maintained.



- [d] No regular or part-time employee shall be paid for less than their scheduled hours when beginning work at his or her scheduled reporting time, except when discharged for just cause or excused at the employee's own request.
- [e] An employee who is scheduled for a shift of eight (8) hours, shall be entitled to paid breaks totaling thirty (30) minutes, and an unpaid lunch period of at least thirty minutes - not to exceed one hour. An employee who is scheduled for a shift of ten (10) hours or more shall be entitled to an additional paid break, or breaks, totalling fifteen (15) minutes.
- [f] An employee who is scheduled for a shift of less than eight (8) hours but more than three (3) hours, shall be entitled to a paid break, or breaks, totalling fifteen (15) minutes for each three hours worked. In addition, an employee scheduled to work five or more hours shall be entitled to an unpaid lunch period of thirty (30) minutes.
- [g] Hours worked between 6:00 p.m. and 6:00 a.m. shall be paid a premium of \$ 1.00 per hour worked.
- [h] An employee shall receive eleven (11) consecutive hours free from work each day in accordance with the applicable provisions of the Employment Standards Act of Ontario.

#### **ARTICLE 14 - BENEFITS**

- [a] Regular employees shall be eligible for coverage under the benefit plans offered by the Publisher in accordance with the current cost sharing formula between the Publisher (66.66%) and the employee (33.33%), except the Long Term Disability which will be equally shared by the Publisher (50%) and the employee (50%). Regular employees who are covered under any or all of the benefit plans offered by the Publisher will have their portion of the premiums for the benefits deducted from their paycheque in order to continue coverage.
- [b] Each of the benefit plans offered by the Publisher shall be subject to the terms and conditions of the insurance agreement with the companies concerned. The benefit plans in effect at date of ratification shall continue for the life of this agreement.
- [c] The Publisher's obligations expressed under this Article with respect to the provision of benefits refer to the payment by the Publisher of only premiums necessary to obtain said benefits. Any disputes regarding entitlement to benefits or the amount of benefits shall be adjusted directly between the employee and the insurer.

- [d] Effective January 1, 2003, a vision care plan will be implemented for regular employees only covered by this collective agreement providing a benefit of \$ 100.00 every twenty-four (24) months, upon submission of approved receipts.

Effective January 1, 2006, the benefit will increase to \$140.00 every twenty-four (24) months. Effective January 1, 2008, the benefit will increase to \$150.00 every twenty-four (24) months.

## **ARTICLE 15 - VACATION**

- [a] Regular employees who have the following seniority as at July 1 shall be entitled to vacation with pay as follows:

Effective on ratification:

|                                |                                      |
|--------------------------------|--------------------------------------|
| Less than one year's seniority | As per the Employment Standards Act. |
| One year's seniority           | 10 days at 4 % of earnings.          |
| Five years seniority           | 15 days at 6 % of earnings.          |
| Thirteen years seniority       | 20 days at 8 % of earnings.          |
| Twenty-two years seniority     | 25 days at 10 % of earnings.         |

Effective January 1, 2006:

|                        |                              |
|------------------------|------------------------------|
| Eleven years seniority | 20 days at 8 % of earnings.  |
| Twenty years seniority | 25 days at 10 % of earnings. |

Regular employees shall be paid vacation pay that has been accrued to date, when vacation is taken. Vacation pay for any vacation not taken by a regular employee shall be paid out in December of each calendar year.

- [b] Regular employees who have been employed by the Publisher for less than one year shall be entitled to one day's vacation for each 26 days worked.
- [c] Unless otherwise specified in the collective agreement, or legislatively required, time spent away from the workforce which is not wholly paid for by the Publisher shall not be used to accumulate or receive any entitlements under the collective agreement including, but not limited to, vacation. In such cases, regular employees shall be entitled to one day's vacation for each 26 days worked.
- [d] All vacations shall be taken within the calendar year. There shall be no carryover of vacation entitlements from one year to the next except with the approval of the Publisher.

- [e] The time of year that each regular employee shall take vacation shall be arranged between the Company and the employee. A weekly vacation schedule shall be posted in early January of each year, and regular employees will indicate their preferences on the schedule by March 1<sup>st</sup>. Should employees not indicate their preferences by March 1<sup>st</sup>, they shall forfeit any rights that their seniority may have entitled them to for selection purposes. Efforts will be made to accede to an employee's wishes, provided it does not interfere with the operational and scheduling requirements of the Company. In the event of conflicting applications, seniority within the classification shall apply, provided first choice of vacation selection from June 15 to September 15, over Christmas and over March break shall be limited to two weeks (consecutive if requested) until all regular employees have had an opportunity for vacation during this period of time.
- [f] When a statutory holiday occurs during a vacation period an additional day off shall be granted within a reasonable time from the date of such holiday.
- [g] On mutual agreement between the Publisher and the employee, vacation may be taken in daily increments.
- [h] Part-time employees shall be entitled to vacation pay and leave (if requested) as follows:
 

|                              |   |
|------------------------------|---|
| Up to five years seniority   | As per the Employment Standards Act.                            |
| Five years seniority or more | 6 % of earnings; and up to three (3) weeks leave, if requested. |

It is understood that granting of requested vacation leave is subject to the operational and scheduling needs of the Employer.
- [i] Vacation pay earned by part-time employees shall be paid in December (for the period June 1<sup>st</sup> to November 30<sup>th</sup> immediately preceding) and June (for the period of December 1<sup>st</sup> to May 31<sup>st</sup> immediately preceding) of each calendar year.

**ARTICLE 16 - STATUTORY HOLIDAYS**

- [a] The following shall be considered statutory holidays under the collective agreement: Christmas Day, New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Boxing Day, Civic Holiday or any other holiday[s] provided for under the Employment Standards Act of Ontario.
- [b] A regular employee who would have otherwise worked but received a day off in celebration of a statutory holiday shall be paid his/her regular straight time wages, provided the employee does not absent himself/herself from work without proper

leave the work day before or after the statutory holiday, except where the employee has been absent from work due to illness, which is substantiated.

- [c] A regular employee required to work on a statutory holiday shall be paid one and one-half times the employee's regular hourly rate, and shall be given another day off at a time mutually agreed to by the employee and the Publisher.
- [d] It is understood and agreed that for the night shift, the statutory holiday, or the day celebrated as such, will be celebrated the evening or night prior to said holidays or days celebrated as such.

#### **ARTICLE 17 - LAYOFF PROCEDURE**

- [a] In the event of layoff, employees shall receive notice of layoff or pay in lieu of notice as required by the Employment Standards Act. The union will be informed if employees receive notice of layoff.
- [b] In the event of layoff, employees shall first be grouped according to their status, and then according to their seniority in the classification. Within each of those groups, layoffs, if any, shall be in inverse order of seniority, provided those remaining have the immediate qualifications (which includes skill, ability, knowledge, training and experience) to perform the work required. Temporary employees shall be laid off first.
- [c] Each employee laid off, other than a probationary employee or temporary employee, shall be placed on a rehiring list for twelve (12) months from date of layoff, during which time he/she shall have recall rights as outlined in [d]-[g] below.
- [d] Should a vacancy occur, the following recall procedures shall apply:

The Publisher shall fill each vacancy in the bargaining unit with a qualified person from the rehiring list, in the reverse order that the layoff occurred; and further provided he/she is willing and has the immediate qualifications (which includes skill, ability, knowledge, training and experience) for the position.
- [e] To recall an employee, the Publisher shall send a written notice of recall by registered mail to the employee's last address on record with the Publisher. It shall be the responsibility of the employee to ensure the last address on record with the Publisher is current and correct. If an employee should fail to do so, the Employer will not be responsible for failure of any notice to reach such employee and all recall rights are deemed to have been waived.

- [f] An employee shall be struck from the rehiring list and shall be deemed to have resigned if:
- the employee fails to return to work within 7 calendar days when offered a position.
  - the employee refuses to return to work within 7 calendar days when offered a position.
  - the employee's recall letter is returned because he/she failed to file a correct address with the Publisher.
- [g] While complying with the requirements of [d] to [f] above, a vacancy may be filled, at the discretion of the Publisher, with a temporary employee.
- [h] Temporary lay-offs resulting from unexpected problems, equipment or power failures may be made without regard to seniority provided however that every reasonable effort will be made by the Publisher to provide work for employees in their classification.
- [i] Severance pay for regular employees, and part-time employees with two (2) or more years of continuous service, for any permanent layoff shall be at the rate of one (1) week's wages (in accordance with the criteria outlined in the Employment Standards Act of Ontario) for each ten (10) months' continuous service or a major fraction thereof, with a maximum of twenty-six (26) weeks severance pay.

## **ARTICLE 18 - LEAVE OF ABSENCE**

- [a] An employee who is unable to work due to illness or injury may receive leave of absence without pay. If an employee is hired to replace the employee on such leave of absence, he/she will be deemed to be a temporary employee. An employee on such leave of absence will accumulate seniority, for a period of up to one calendar year, as if he/she had been working his/her regular schedule. Inability to work due to illness or injury must be substantiated.
- [b] Upon return to work of an employee who has been on an authorized leave of absence because he/she is unable to work due to illness or injury, he/she will return to his/her former position, if the position still exists and if he/she is capable of performing the work (with accommodation to the point of undue hardship); otherwise he/she will be offered any other vacant position[s] if he/she is capable of performing the work (with accommodation to the point of undue hardship). If the employee is unable to perform the work of his/her former position or any vacant position[s], and accommodation to the point of undue hardship is not possible, the parties will explore and attempt to agree upon alternative accommodation on a case-by-case basis.

By mutual agreement between the parties, provisions of this collective agreement may be amended or waived to meet the requirements of the duty to accommodate.

- [c] Employees who have a death in the immediate family, upon notification to the Publisher, shall be allowed time off without loss of regular pay (scheduled hours) of three (3) days to attend the funeral. If conditions warrant it, other arrangements may be made by mutual agreement. Immediate family will consist of the employee's spouse (including common-law or same-sex partner), children, father, mother, sister or brother.

Employees shall be allowed time off without loss of regular pay (scheduled hours) of two (2) days to attend the funeral in the event of the death of the employee's brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents or grandchildren and the employee shall be reimbursed at his/her regular straight time rate of pay.

Bereavement leave shall not be paid for employees on scheduled days off, vacation, or leaves of absence.

- [d] An employee called in civil or criminal court as a juror or subpoenaed crown witness will be granted leave of absence and shall receive the difference between court rate and the amount of straight time earnings lost by reason of such service.

- [e] Unless otherwise specified in the collective agreement, or legislatively required, employees who are away from the workforce on leave of absence shall not accumulate or receive any entitlements under the collective agreement including, but not limited to, seniority, compensation, vacation, statutory holidays, benefits or any other entitlement under the contract.

- [f] A leave of absence without pay, but without loss of seniority, shall be granted to one (1) employee who is a member of the Union's negotiating committee for any days spent negotiating with the Employer for a renewal of the collective agreement. The Unit Chairperson shall be entitled to be part of the negotiating committee under the same conditions. The Employer agrees to provide a copy of the collective agreement to each employee covered by this collective agreement.

- [g] Each regular employee who is regularly scheduled for more than 24 hours per week, shall be entitled to thirty (30) hours (thirty-six (36) hours effective January 1, 2006) of paid sick leave in any calendar year. Up to twelve (12) hours of this sick leave may also be used to care for a sick dependent or a doctor's appointment that cannot be scheduled otherwise.

When required by the Publisher, an employee on sick leave (paid or unpaid) must furnish a medical certificate at the Publisher's expense signed by a duly qualified

medical practitioner establishing that the employee is incapable of working. In the event that the medical certificate submitted by the employee is unacceptable to the Publisher, the Publisher shall have the right to require the employee to attend a medical practitioner of the Publisher's choice, at the Publisher's expense.

- [h] A leave of absence without pay, but without loss of benefits or seniority, of up to five (5) days per calendar year shall be granted for union business to employees covered by this collective agreement. This leave shall be subject to the operational requirements of the business as determined by the Employer, but shall not be unreasonably denied.
- [i] Maternity and parental leave will be in accordance with the Employment Standards Act of Ontario, 2000.

## **ARTICLE 19 - EXPENSES**

- [a] Regular employees who are required by the Publisher to wear safety boots shall be reimbursed up to \$90 every year; and part-time employees, who are required, every two (2) years. Such payments shall be made to those employees who have provided appropriate receipts to the Publisher.

Effective January 1, 2006, the safety boot allowance will increase to up to \$100.  
Effective January 1, 2008, the safety boot allowance will increase to up to \$110.

- [b] New employees shall be reimbursed 50 % for their safety boots, up to a maximum of \$45, upon hiring, and shall be reimbursed the remaining 50 % upon completion of their probationary period.

Effective January 1, 2006, the above will increase to up to a maximum of \$50.  
Effective January 1, 2008, the above will increase to up to a maximum of \$55.

- [c] The Employer shall provide annually to each regular employee, upon completion of their probationary period, and who so desires, a protective apron.

The Employer shall provide to each part-time employee, upon completion of their probationary period, and who so desires, a protective apron every two years.

## **ARTICLE 20 - OUTSIDE ACTIVITIES**

An employee shall be free to engage in any activities outside of working hours provided such activities are not in competition with the Employer, do not result in any conflict of interest and do not exploit the employee's connection with the Employer.

## **ARTICLE 21 - DISCRIMINATION / HARASSMENT**

The Employer and the Union agree that no employee will be subject to discrimination or harassment because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or handicap contrary to the provisions of the Ontario Human Rights Code, nor will any employee be discriminated against for Union activity or lack of Union activity.

## **ARTICLE 22 - HEALTH AND SAFETY**

The Employer agrees to furnish a clean, safe and healthy, properly ventilated and lighted environment for the performance of all work.

A joint Health and Safety Committee will continue to operate in accordance with the Occupational Health and Safety Act. A committee member representing employees covered by the bargaining unit shall be selected by the Union. The duties and responsibilities of the committee are set out in the legislation.

## **ARTICLE 23 - PUBLISHING DAYS**

The sole right of the Employer to determine the specific days on which publication shall be maintained, the number of editions to be published and when other work shall be performed shall not be open to question and the Employer shall be the judge of the number of employees required in any capacity.

## **ARTICLE 24 - EMPLOYMENT STANDARDS**

It is recognized and agreed that this collective agreement provides a greater right or benefit, whether viewed in the aggregate or on a benefit-by-benefit basis, than the Employment Standards legislation of Ontario.

## **ARTICLE 25 – TECHNOLOGICAL CHANGE**

[a] The Employer agrees to notify the Union in writing not less than three (3) months in advance in the event of a reduction in staff due to the introduction of new equipment, or new work process, which will involve functions which have been done by employees covered by this agreement. This notice shall state the nature of the technological change, the date on which the Company proposes to effect the technological change, and the approximate number and classifications of employees likely to be affected by the technological change or reorganization.



The Employer agrees to consider alternatives to job loss, which may result from technological change, that are put forth by the Union.

- [b] The Employer will notify the Union of any new job classification it may establish in the bargaining unit, as a direct result of technological change. If the rate of pay for the new classification is challenged by the Union the parties shall meet and endeavour to resolve the issue of an appropriate rate based on the skill, ability, knowledge and responsibilities involved in the position. Should the parties be unable to agree on an appropriate rate, or on other issues directly related to the technological change, the equipment will be operated in accordance with the directions of the Employer and the matter resolved by arbitration.

For the purposes of the above paragraph, a week's wages will be the average of the weekly wages for the preceding twelve month period.

**ARTICLE 26 - RENEWAL**

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 within ninety (90) calendar days prior to its expiration date. If notice is not given by one of the parties, as above described, it shall be construed as an automatic renewal of this Agreement for one year and the Agreement shall thereafter be automatically renewed for one year until opened for negotiations by the procedure above mentioned.

In witness hereof the parties have hereunto affixed their seals under the hands of their officers, duly authorized in that behalf, at the city of Pembroke on the \_\_\_\_\_ day of December, 2005.

**For the Publisher**

**For the Union**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **Letter of Understanding**

It is understood by the parties that mailroom employees are hired to do inserting work and other mailroom functions at the newspaper. As a general rule, they will not be required to do maintenance work (except maintenance functions associated with the mailroom) or other odd jobs during their shifts.

This does not preclude mailroom employees from agreeing to perform minor maintenance or other odd jobs from time to time; nor does it preclude the Publisher from offering casual work to mailroom employees outside their mailroom shifts.

### **Letter of Understanding - Pension Eligibility**

The Company agrees to inform employees in the bargaining unit on an annual basis if they are eligible to join the Company pension plan.

### **Letter of Understanding – Split shift**

During the 2008 negotiations, the issue of working split shifts in the mailroom was discussed at length. Operational requirements may continue to require the scheduling of split shifts, but the company commits to taking the steps necessary to minimize their occurrence.

When the workload may require the use of spit shifts, the Employer representative responsible for scheduling shall provide a draft copy of the schedule by Wednesday at 10:00 a.m. to the unit chair (or the designated mailroom employee), so that options may be explored that might avoid the use of split shifts. The unit chair will advise the Employer the name of the designated mailroom employee.

### **Letter of Understanding – Unit Chair**

A leave of absence without pay, but without loss of benefits or seniority, up to a maximum of twenty-five (25) days per calendar year shall be granted to the unit chair for union business, provided ten (10) working days advance written notice is given to the Publisher. This leave shall be subject to the operational requirements of the business as determined by the Employer, but shall not be unreasonably denied.

It is agreed that the parties will meet to discuss reimbursement by the Union for any additional cost incurred by the Employer as a result thereof.

## Letter of Understanding – Personal Lockers

The Employer commits to working with the union over the next three (3) months to determine the most cost effective way for the Employer to purchase personal lockers. The mailroom employees will provide their own locks.

### Appendix “A” [@ October 1, 2005]

#### Seniority List

##### Regular Employees

|                  |                   |
|------------------|-------------------|
| Jane Mau         | October 1, 1981   |
| Gloria Dargus    | October 1, 1984   |
| Beverly Doner    | September 1, 1987 |
| Susan McLeish    | September 1, 1990 |
| Laurie Hemington | November 10, 1997 |
| Pauline Gaudette | September 1, 1998 |
| Darlene Travis   | December 16, 1999 |

##### Part-Time Employees

|                  |                   |
|------------------|-------------------|
| Willi Buechman   | September 1, 1994 |
| Jennifer Edwards | November 11, 1996 |
| Nancy Brazeau    | June 6, 2000      |
| Natalie Jones    | November 13, 2000 |
| Jill Hagarty     | September 1, 2001 |
| Tracy Brazeau    | April 10, 2002    |
| Shelley Lamarche | April 24, 2002    |
| Scott Jones      | April 30, 2002    |
| Tina Chevalier   | September 2, 2002 |
| Brenda Hoffman   | May 7, 2003       |
| Cory Bell        | September 2, 2003 |
| Janessa Bolger   | September 2, 2003 |
| Katie Bell       | April 20, 2005    |
| Anna Ethier      | April 27, 2005    |
| Patricia Rahn    | June 8, 2005      |
| Jamie Miller     | July 6, 2005      |
| Nicole Bergeron  | July 13, 2005     |
| Sandra Hein      | August 31, 2005   |