

# **COLLECTIVE AGREEMENT**

**BETWEEN**

## **THE HAMILTON SPECTATOR**

**(A division of Metroland Media Group Ltd)**

**AND**



**SOUTHERN ONTARIO NEWSMEDIA GUILD**

**Advertising**

**Effective from January 1, 2012 to December 31, 2014**

## INDEX

<b>LOCAL HISTORY</b> .....	<b>4</b>
THE FIRST CONTRACT.....	4
THE FIRST STRIKE.....	5
GROWTH IN THE 60s, 70s.....	6
GOING CANADIAN.....	7
EXPANDING BEYOND SOUTHERN ONTARIO.....	8
<b>PREAMBLE</b> .....	<b>10</b>
<b>ARTICLE 1 - RECOGNITION</b> .....	<b>10</b>
<b>ARTICLE 2 - MANAGEMENT RIGHTS</b> .....	<b>10</b>
<b>ARTICLE 3 - MEMBERSHIP</b> .....	<b>10</b>
<b>ARTICLE 4 - DUES DEDUCTIONS</b> .....	<b>11</b>
<b>ARTICLE 5 - HOURS AND OVERTIME FOR REGULAR FULL TIME AND TEMPORARY EMPLOYEES</b> .....	<b>11</b>
<b>ARTICLE 6 - GENERAL WAGE PROVISIONS</b> .....	<b>14</b>
<b>ARTICLE 7 - LIST OF ADVERTISING CLASSIFICATIONS AND CLASSIFICATION GROUPS</b> .....	<b>15</b>
MINIMUM SALARY SCALES.....	15
SHIFT DIFFERENTIAL.....	17
<b>ARTICLE 8 – VACATIONS</b> .....	<b>17</b>
11. VACATION PAY CALCULATION FOR 100% COMMISSIONED ACCOUNT EXECUTIVES.....	18
12. VACATION PAY FOR COMMISSIONED STAFF.....	18
<b>ARTICLE 9 - RECOGNIZED HOLIDAYS</b> .....	<b>19</b>
<b>ARTICLE 10 - PENSIONS AND BENEFITS</b> .....	<b>20</b>
<b>ARTICLE 11 - PERSONAL RECORDS AND DISCHARGE</b> .....	<b>20</b>
<b>ARTICLE 12 - SEVERANCE PAY</b> .....	<b>22</b>
<b>ARTICLE 13 - EXPENSES</b> .....	<b>22</b>
<b>ARTICLE 14 - LEAVES OF ABSENCE</b> .....	<b>22</b>
<b>ARTICLE 15 - TEMPORARY EMPLOYEES</b> .....	<b>25</b>
<b>ARTICLE 16 - PROMOTIONS AND TRANSFERS</b> .....	<b>26</b>
<b>ARTICLE 17 - GENERAL PROVISIONS</b> .....	<b>27</b>
<b>ARTICLE 18 - GRIEVANCE AND ARBITRATION</b> .....	<b>28</b>
STEP 1.....	28
STEP 2.....	29
STEP 3.....	29
STEP 4.....	29
<b>ARTICLE 19 - SPECIAL EMPLOYMENT AND RETIREMENT</b> .....	<b>30</b>
<b>ARTICLE 20 - HEALTH AND SAFETY</b> .....	<b>30</b>

**ARTICLE 21 - NEW TECHNOLOGY & PROFESSIONAL DEVELOPMENT ..... 30**

**ARTICLE 22 - LAYOFFS..... 31**

**ARTICLE 23 – RECALL ..... 32**

**ARTICLE 24 - DURATION AND RENEWAL ..... 33**

**ARTICLE 25 - NEW OR CHANGED PUBLICATIONS ..... 33**

**ARTICLE 26 - PART TIME EMPLOYEES..... 33**

**"SCHEDULE A" ..... 37**

**LETTER #1 RE: BENEFITS ..... 39**

**LETTER #2 RE: COMPRESSED WORK SCHEDULES ..... 40**

**LETTER #3 RE: EDUCATION ASSISTANCE ALLOWANCE ..... 41**

**LETTER #4 RE: JOB SHARING ..... 42**

**LETTER #5 RE: MATERNITY/PARENTAL LEAVE ..... 43**

**LETTER #6 RE: PAY EQUITY PLAN ..... 44**

**LETTER #7 RE: JOINT HEALTH & SAFETY COMMITTEE (JH&SC) AND RSI INITIATIVES  
– ADVERTISING..... 45**

**LETTER #8 RE: SEXUAL HARASSMENT ..... 46**

**LETTER #9 RE: ACCOUNT EXECUTIVES ON THE REAL ESTATE TEAM ..... 47**

**LETTER #10 RE: CELLULAR TELEPHONE BUSINESS USAGE BY OUTSIDE SALES  
PERSONNEL..... 48**

**LETTER #11 RE: SOFTWARE TRAINING ..... 49**

**LETTER #12 RE: AD PRODUCTION ROLES ..... 50**

**LETTER #13 ..... 51**

## 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.

## **PREAMBLE**

This agreement is made this 29<sup>th</sup> day of November, 2012, between The Hamilton Spectator, a Division of Metroland Media Group, hereinafter known as the Employer and The Communications, Energy and Paperworkers Union of Canada, Local 87-M, Southern Ontario Newsmedia Guild, hereinafter known as the Union.

## **ARTICLE 1 - RECOGNITION**

The Company recognizes the Union as the exclusive bargaining agent for employees of The Hamilton Spectator, a Division of Metroland Media Group Ltd., in the Advertising Department in the City of Hamilton and the City of Burlington save and except Retail, Classified, New Business Development, Inserts, Research and National Managers, Research Analyst, New Business and Tele-sales Supervisor(s), Ad Services Manager, and all those above such ranks, secretaries to the Vice-President, Advertising Sales and Marketing Unit Managers and any persons for whom a trade union held bargaining rights as of May 6, 1996.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

The right to hire, assign duties, retire, promote, classify, reclassify, layoff, recall, demote, transfer, discharge, suspend or otherwise discipline for just cause employees who have completed their probationary period, to maintain order, discipline and efficiency, to determine complement and the number of employees required from time to time, to schedule working hours, to extend, curtail or cease operations, and to establish and enforce rules and regulations governing the conduct of employees, is the exclusive function of the Employer, subject to the terms and conditions of the 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.

Management acknowledges that it shall exercise these rights in a fair and equitable manner.

## **ARTICLE 3 - MEMBERSHIP**

It is a condition of employment of any employee, as of the date of signing this agreement, who is a member of the union or who thereafter becomes a member of the union, that he or she remain a member for the duration of the agreement.

Each new employee (within three months after their date of employment) shall become a member of the union.

The union agrees that it will retain in membership any employee subject to the constitution of the C.E.P. 87-M and the bylaws of the Southern Ontario Newsmedia Guild.

## **ARTICLE 4 - DUES DEDUCTIONS**

1. The employer shall make dues deductions as required by law and shall deduct weekly from the earnings including incentives and commissions of each employee whose position is covered by this Agreement and shall pay to the union not later than the tenth (10th) day of each month, all regularly scheduled union membership dues. Such membership dues shall be deducted from the employee's earnings in accordance with the union's schedule of dues rates furnished to the Employer by the union. Such schedule may be amended by the union. However, thirty (30) days' notice must be provided to Human Resources to enable any change to be implemented.
2. The Employer shall supply the union on date of signing the agreement, and annually thereafter on or about April 15, with a list containing the following information for each member of the bargaining unit:
  - a) Name and address
  - b) Date of hiring
  - c) Classification and status
  - d) Experience rating and experience anniversary as designated by the employer
  - e) All remuneration including commissions, incentives and payments above the minimum
  - 1) Changes to the above information shall be provided to the union
  - 2) On signing of the agreement, and annually thereafter, the employer shall distribute to the employee a form on behalf of the union, seeking on a voluntary basis any additional information desired by the union.
  - 3) The employer shall notify the union of resignations, retirements, deaths, leaves of absence and effective date.

## **ARTICLE 5 - HOURS AND OVERTIME FOR REGULAR FULL TIME AND TEMPORARY EMPLOYEES**

1. The standard work week for days, afternoons, or nights shall be thirty-seven and one-half (37 1/2) hours in seven (7) calendar days.
2. The hours comprising a week's work may be made up of a combination of five (5) days, afternoons or nights. The employer shall make every reasonable effort to schedule consecutive days off as necessary to meet Company needs. Every reasonable effort shall be made to keep combination shifts to a minimum.
3. In the event of a shift change (other than a temporary change which shall not be for longer than one month), the employer will discuss and consider career aspirations and personal preference of the employee involved and in the event of a disagreement over a shift change, may consider possible alternatives. Ten days notice shall be given to the affected employee of shift changes involving a difference in shift start time of five (5) hours or more. The notice period may be reduced with the agreement of the employee. The final decision to change shifts rests with the employer. Shift changes

shall first be offered on a voluntary basis and then assigned on the basis of seniority, starting with least senior employee in the classification.

4. An employee whose regularly scheduled shift has been changed shall not be compelled to start the new shift without a twenty-four (24) hour break.
5. Notice of Sunday publication shall be provided in accordance with the provisions of Article 25. Shift schedules will be arranged in accordance with the provisions of Article 5.
6. It may be necessary from time to time to assign employees to split shifts, however, every reasonable effort shall be made through scheduling to avoid such shifts. In keeping with this commitment where practical, employees shall be permitted to opt for late starts where such late starts provide a viable alternative to split shifts. Notice of a requirement to work a split shift shall be given to the employee no later than 2:00 p.m. of the preceding day the shift is to be worked, except where the need for a split shift could not be foreseen by the Company.

An employee shall not be precluded from choosing to work split shifts, if the Company agrees.

7. No advance notice need be given of a change in starting time if the change is no more than one hour earlier or later than the scheduled starting time.
8. The standard unit of hours which shall constitute a day's, afternoon's or night's work, shall not be more than seven and one half (7 1/2) hours exclusive of a lunch time without pay of not less than thirty (30) minutes nor more than one (1) hour.
9. Overtime shall be defined as work beyond the unit of hours in a shift and the unit of hours in a work week and shall be paid for at the overtime rate. For the purpose of calculating work beyond the unit of hours in the work week, hours worked will include hours of paid leave during the week in question. An employee assigned to work their day off will be paid a minimum of three (3) hours pay at the overtime rate.
10. All overtime must be approved in advance by an employee's supervisor or their designate.
11. It is understood that the overtime provisions do not apply to outside sales representatives.
12. The overtime rate shall be defined as time and one half the regular straight-time hourly rate. Overtime which exceeds three (3) hours before or after a regular shift will be compensated at double the regular straight time hourly rate. Overtime following or prior to working a sixth, seventh, or statutory holiday shift will be compensated at double the regular straight time hourly rate.
13. An employee called back to work after having left the property shall be guaranteed at least three hours' pay at the overtime rate, plus \$7.00 for the call. An employee shall be considered called back to work when they are required to report to the office or

other locale, but shall not be considered called back to work in response to a telephone call to impart information to the employer. However, should the employee be required to make further immediate business phone calls as a result of the call from the employer or its representative, the employee shall be entitled to overtime at the overtime rate for time spent on these calls.

14. If during the term of this agreement day off schedules covering employees encompassed by this agreement must be altered, two week's notice will be given, except where the need could not reasonably have been foreseen by the employer.
15. An employee shall not be required to begin one scheduled working day sooner than eleven (11) hours following the end of another scheduled working day unless the employee agrees.
16. Overtime in excess of two (2) hours following (or prior to) a regular shift, shall entitle the employee to one meal allowance of thirteen (\$13.00) or at the option of the company, providing a supplied meal.
17. Employees required to work overtime may elect time off in lieu of pay. Such time may be banked to a maximum of thirty-seven and one half (37.5) hours. While thirty-seven and one half (37.5) hours remain in the bank, any additional banked time will be at the employer's discretion.

Banked time off will be scheduled to avoid interference with the operation of the department and must be approved by the Department Head. Regularly scheduled vacation shall have precedence over requests for banked time off. In the event of recurring problems in scheduling time away, the employee may request a meeting between her/himself, the Union representative, Human Resources and the Department Head.

18. No employee shall be required to work more than four (4) consecutive hours without at least a thirty (30) minute unpaid lunch break.
19. All employees including outside sales representatives shall be entitled to two (2) twenty (20) minute paid breaks per 7 1/2 hour shift.
20. The company policy regarding flex time shall remain in effect for the duration of this agreement. It is understood that flex time refers to the movement of hours within the regular work week and is not meant to be imposed on an employee to replace overtime, unless agreed to by the employee.
21. Regularly scheduled overtime shifts for an employee shall become voluntary after four (4) consecutive weeks of such scheduling. This overtime will then be assigned on a voluntary basis and then assigned on the basis of seniority starting with the least senior employees in the classification.

## **ARTICLE 6 - GENERAL WAGE PROVISIONS**

1. In the application of the following schedules of minimums, experience shall include all employment in comparable work. Employees shall be classified as to job title and experience rating at the time of employment, transfer or promotion. An employee paid the salary for an experience classification higher than their actual experience requires shall receive such higher experience rating and thereafter advancement to succeeding salary minimums shall occur on the anniversaries of such upgraded rating. An employee paid a salary between that for their experience rating and the succeeding one shall be advanced to not less than the succeeding minimum on the next anniversary of their experience rating. Any disagreement with the experience rating must be made to the Employer within 100 days of the date of hiring.
2. The minimum wages established herein are minimums only. Salaries above those may be paid to an individual employee as recognition of individual merit and performance.
3. The employer may call employees to work at any time and for the purpose of determining the rate of pay which applies to it shall be understood that the day shift rates shall apply to all starting times which commence between 6:00 a.m. and 10:59 a.m., afternoon shift rates shall apply to all shifts which commence between 11:00 a.m. and 6:59 p.m., and night shift rates shall apply to all shifts which commence between 7:00 p.m. and 5:59 a.m. In no case, however, shall overtime on a daily shift be construed as making night rates applicable to work which in the absence of overtime would be at day rates, and overtime worked at the end of a day shift shall not change such shift to a split shift.
4. When an employee is assigned temporarily, at the request of the supervisor, to a higher classification for one shift or more, the employee shall receive the salary scale in the temporary classification which is next highest to the scale received by the employee in their classification. Notwithstanding the foregoing, when a sales assistant is assigned temporarily by the supervisor to replace the account executive, for one shift or more, he/she shall receive 10% above the employee's current regular salary.
5. In the case of temporary transfers, merit money shall follow the employee to the new classification but in no case shall payment of merit money result in an employee being paid in excess of 10% of the new minimum scale salary to which they are entitled.
6. When an employee is promoted to a higher classification, the employee shall receive the salary scale in the classification to which he or she is promoted which is next highest to the scale to which the employee received in their former classification.
7. Where there is the creation of a new bargaining unit position which involves a new title or a change in title, the Employer will notify the Union and will discuss any disagreements with the Union. Notification to the Union will be prior to announcing the new position.
8. It is understood that new Account Executives may require a period of time in order to develop and achieve sales targets. New Account Executives will be provided with a guarantee for a three (3) month period. Such guarantee will be established depending

on account list, but shall not be less than \$500.00 (five-hundred dollars) per week for 100% commissioned account executives. Small Business Account Executives shall receive a weekly salary guarantee of \$575.00 (five hundred and seventy-five dollars) for the first three month period.

9. Any employee assigned to the Customer & Production Assistant team leader role will be paid a premium of an additional 10% of their base salary. For clarification, it is agreed that this team lead premium will apply to all paid hours.
10. To ensure current ESA minimum wage requirements are met for 100% commissioned Account Executives, a weekly draw in the amount of \$700.00 will be provided. This draw will be reconciled on a monthly basis.
11. Account representatives may be assigned National and Multi-Market service accounts and the service commission paid will be 1%.

## ARTICLE 7 - LIST OF ADVERTISING CLASSIFICATIONS AND CLASSIFICATION GROUPS

### Minimum Salary Scales Effective Upon Ratification ( November 29, 2012)

	<b>Position</b>	<b>Start</b>	<b>1 Yr.</b>	<b>2 Yr.</b>	<b>3 Yr.</b>
Group 3	Creative Designer	\$1,002.04	\$1,080.61	\$1,168.77	\$1,252.53
Group 4	National / Advertorial Coordinator	\$896.34	\$966.64	\$1,045.48	\$1,120.41
Group 5	Layout Coordinator	\$690.23	\$744.42	\$805.09	\$862.79
Group 6	Customer & Production Assistant	\$684.04	\$740.54	783.42	\$843.84
Group 7	Advertising Coordinator	\$662.58	\$714.57	\$772.87	\$828.23
Group 8	Sales Assistant	\$609.75	\$657.57	\$711.23	\$762.18
Group 9	Advertising Services Advisor	\$601.21	\$648.38	\$701.27	\$751.51
Group 10	Clerk 1	\$508.13	\$547.49	\$591.97	\$635.16

<b>Account Executive</b> Retail & Real Estate	<b>Commission Rate – All Personal Sales to Target (Paid Weekly)</b>	<b>Commission on Growth over Quarterly Target (Paid Quarterly)</b>	
	10%	13.5%	

<b>Account Executive</b> Local Inserts	<b>Annual Base Salary</b>	<b>Commission Rate - All Personal Sales to Target (Paid Weekly)</b>	<b>Commission On Growth Over Quarterly Target (Paid Quarterly)</b>
	\$25,000	10%	15%

<b>Account Executive</b> Small Business Representatives	<b>Annual Base Salary</b>	<b>Commission Rate - All Personal Sales to Target (Paid Weekly)</b>	<b>Commission On Growth Over Quarterly Target (Paid Quarterly)</b>
	\$10,400	10%	13.5%

<b>Account Executive</b> Specialty	<b>Annual Base Salary</b>	<b>Commission Rate - All Personal Sales to Target (Paid Weekly)</b>	<b>Commission Rate – All personal sales to target (paid weekly)</b>
	\$20,020	10% on all ROP and Digital	

<b>Outbound Telesales</b>		<b>Annual Base Salary</b>	<b>Commission Rate - All Personal Sales to Target (Paid Weekly)</b>	<b>Commission On Growth Over Quarterly Target (Paid Quarterly)</b>
	<b>Automotive</b>	\$25,220	5%	8%
	<b>Real Estate</b> (one sales representative)	\$25,220	2.5%	5.5%
	<b>Real Estate</b> (more than one sales representative)	\$25,220	5%	8%
	<b>Retail &amp; New Business</b>	\$25,220	8%	10%

**Classified Call Centre**

<b>Classified Sales Advisors</b>	<b>Annual Base Salary</b>	<b>Commission Rate (All Personal Sales)</b>
Category & Announcements	\$30,300	1.6%
Recruitment	\$30,300	1.25%



### **Shift Differential:**

\$14.80 per shift applicable to full time employees only

For 2013, wages on the “Minimum Salary Scales” grid only shall be increased by the annual average percentage change in the CPI for Ontario, but the minimum increases shall be no less than one and one half percent (1%) and the maximum shall be no more than three percent (3%).

## **ARTICLE 8 – VACATIONS**

1. For the purpose of this agreement, a week of vacation is understood to mean five (5) consecutive working days within the year in question.
2. All regular employees on the active payroll for the entire previous twelve (12) months as of the thirtieth day of June shall be entitled to three (3) weeks vacation with pay, at their regular rate, during the year in question.
3. All regular employees on the active payroll with less than twelve (12) months service as at June 30 shall be entitled to one (1) day for each month of service up to June 30 to a maximum of ten (10) days.
4. All regular employees on the active payroll who have six (6) years’ continuous service with the Company by June 30 shall be entitled to four (4) weeks’ vacation at regular straight time pay.
5. All regular employees on the active payroll who have thirteen (13) years’ continuous service with the Company by June 30 shall be entitled to five (5) weeks’ vacation at regular straight time pay.
6. All regular employees on the active payroll who have twenty-three (23) years’ continuous service with the Company by June 30 shall be entitled to six (6) weeks vacation at regular straight time pay.
7. All vacation credits earned as of date of termination shall be pro-rated and paid when members cease to be employees of the Company. The vacation schedule will be made available to the employees by December 15 and approved by February 7.
8. In cases of conflict over vacation dates, seniority shall prevail within vacation groupings. In approving the vacation schedule, the employer shall determine the number of employees needed at all times in order that there be no interference in the operation of the department. Employees who fail to submit their vacation requests within the posting periods, shall forfeit their seniority rights. In such cases, vacations shall be granted on a first-come first-served basis.

9. No employee shall be allowed to schedule more than two (2) weeks vacation in prime vacation time until all other employees in the vacation group have had a chance to schedule their vacations. Prime vacation time shall be defined as the period between the second Sunday in June to the second Sunday in September, the week of March school break and the period between December 21 and January 3 annually. Where an employee is entitled to three (3) weeks or more vacation, they will be entitled to receive two (2) weeks consecutively in the prime time period. The entire year shall be open for vacations.
10. The vacation shall be a rest period for work performed and to be performed, and in no way shall be considered part of compensation. However, if an employee is unable to use their vacation entitlement as a result of a postponement requested by the employer due to the demands of the business, or where the employer agrees to special circumstances, such as serious illness, the remaining entitlement shall be allowed to be carried over to the following year.
11. Vacation Pay Calculation for 100% commissioned Account Executives:
  - i. Payment for single day vacations will include \$100 per day plus all vacation commission attributed to that day including digital and wagjag commissions averaged for that month. The combination of vacation commission and the daily payment will make up part of the employee's vacation pay.
  - ii. The year end reconciliation will include digital and wagjag commissions. Weekly vacation commission will include digital and wagjag commissions earned during the month in which the vacation is taken and averaged for the week in question.
12. Vacation pay for commissioned staff:
  - a. Notwithstanding any other provision in this Article, effective January 1, 2010, Account Executives on 100% commission plans will continue to be paid commissions on sales made by themselves or others on their accounts during periods when they are absent on vacation and that commission will be called vacation commission. In addition, for each week a wholly commissioned Account Executive is on vacation, he/she will be paid \$500.00. The combination of vacation commission and the weekly payments will make up the employee's vacation pay.
  - b. Account Executives, Outbound Telesales Representatives and Small Business Representatives on base salary and commission plans will continue to be paid base salary plus commissions on sales made by themselves or others on their accounts during periods when they are absent on vacation. Such salary and commission will be designated as vacation pay.
  - c. Classified Sales Advisors on base salary and commission plans will receive vacation pay equal to the average weekly earnings of the previous calendar year, or lesser period as applicable.

At the end of each year, the company will reconcile vacation pay for Account Executives, Outbound Telesales Representatives, Small Business Representatives &

Classified Sales Advisors by paying the difference between gross earnings less vacation pay times the applicable vacation pay percentage corresponding to the number of weeks of entitlement and the amount received during that year as vacation pay.

## **ARTICLE 9 - RECOGNIZED HOLIDAYS**

1. All employees, whether or not such employees actually work on the holiday, shall receive, without loss of pay, the following ten (10) holidays: New Year's Day, Family Day, Good Friday, Victoria Day (May), Canada Day, Civic Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and two (2) floating days to be taken at a time to be mutually agreed between the employer and the employee. If, during the term of this agreement, an additional holiday is legislated by government, then that new holiday shall take the place of one of the above mentioned floating days.
2. An employee assigned to work on a statutory holiday shall be paid a minimum of a full day's pay at the rate of one and one-half times their regular rate. This premium rate shall also apply to shifts starting on or before midnight on a statutory holiday. In addition, the employee shall be granted a day off with pay at a time mutually agreed upon between the employer and the employee. Where such alternate day off cannot be arranged within sixty (60) days, the employee has the option of receiving a day's straight time pay in lieu of the holiday or, if their time bank does not exceed thirty-seven and one half (37.5) hours, banking the straight time. Where such election would see the time bank exceed thirty-seven and one half (37.5) hours, the employee shall receive payment in lieu of the holiday.
3. If a statutory holiday falls on an employee's scheduled day off or during an employee's vacation period, the employee shall be entitled to an alternate day off at a time mutually agreed upon between the employer and employee. Where such alternate day off cannot be arranged within sixty (60) days, the employee may, if their time bank does not exceed thirty seven and one half (37.5) hours, bank the straight time. Where such election would see the time bank exceed thirty-seven and one half (37.5) hours, the employee shall receive payment in lieu of the holiday.
4. Employees may request to change any of the holidays listed above for another religious holiday. The employee must notify the Employer of his/her desire to change holidays at least four (4) weeks in advance of the holiday(s) he/she wishes to change. The Company will consider the practicality of such and communicate its decision within two (2) weeks of the request.
5. Wholly commissioned (100%) account executives will receive annual statutory holiday pay for the above recognized holidays in an amount equal to 3.8% of gross earnings payable by February 1<sup>st</sup> of the following year.

## **ARTICLE 10 - PENSIONS AND BENEFITS**

1. For all eligible full time employees on the active payroll as at June 1<sup>st</sup>, 2011 and for the remaining term of this contract, the monthly premiums for the Dental Plan and Supplementary Medical Plan shall be shared 80% by the employer and 20% by the employee, paid through payroll deductions. All new employees hired after January 1, 2011 will be part of the Metroland Benefit plan according to the terms and cost sharing formulas of those plans.

Without cost to the employee, the Company will provide all full time eligible employees on the active payroll during the term of the contract, with a Group Life Insurance Plan which, in the event of the employee's death, would pay a sum equivalent to the employee's annual salary at the time of his/her death.

The Company will make available to all full time eligible employees on the active payroll during the term of the contract a Long Term Disability Plan. The premiums for this LTD plan will be 100% employee paid. Enrollment in this LTD plan is compulsory.

During the life of this agreement the Company will continue to provide benefits comparable to those in effect under the above plans as at the date of signing of this agreement. It is understood that the insurance company may make administrative changes within standard administrative practices within its industry. The Employer reserves the right to select and change the insurance company responsible for the above plans provided comparable benefits are continued.

\*\*The company agrees it will not seek to increase the employee co-pay beyond 20% for a period of seven (7) years from the date of ratification.

2. The Employer agrees to continue the existing contributory pension plan during the life of this contract. Effective December 31<sup>st</sup>, 2010 the existing defined contribution pension plan will be closed to new members. Employees hired after January 1, 2011 will be eligible for membership in the Metroland GRSP/DPSP plan according to the terms and conditions of that plan.
3. The Company will allow an employee 100 per cent of their gross remuneration if he or she is ill for one day or more. This payment will continue, unless LTD comes into effect, to a maximum of six (6) months. After three days' illness, the option can be taken of securing a doctor's certificate from the employee indicating the nature of the illness that caused the employee's absence. Further, the Employer reserves the right to require subsequent doctor's certificates indicating where possible the expected length of absence.

## **ARTICLE 11 - PERSONAL RECORDS AND DISCHARGE**

1. For employees who have completed their probationary period, the Employer agrees there shall be no discipline, suspension or dismissal except for just and sufficient cause.

Any employee being disciplined shall be informed of their right to have a union steward present at such interview.

2. Except for discharge for gross misconduct, in the event that an employee is discharged, at least two weeks; notice in writing shall be given, or equivalent pay in lieu of notice. A copy of the notice of any termination of employment, which shall include the reason for discharge, shall be sent to the Union at the same time as it is sent to the employee.
3. New employees shall be considered probationary employees for the first 90 calendar days of their employment with the employer.

Probationary employees may be terminated at the reasonable discretion of the employer provided that it's discretion is not exercised arbitrarily, in a discriminatory manner or in bad faith. This shall constitute a lesser standard than the just cause standard for discharge for such an employee for the purpose of the Ontario Labour Relations Act.

A new employee's performance shall be discussed with him or her not later than half way through the probationary period. The employee shall be advised in writing of the result of their discussion and any follow up review. The probationary period may be extended up to a maximum of ninety (90) days with the agreement of the union. The employee shall be given a letter by the employer explaining the reason for the extension.

4. An employee shall be entitled to a copy of any criticism, commendation, appraisal or rating affecting such employee that is placed in their personnel file.
5. An employee or the Union (with the employee's permission) shall upon written request, have the right to review his or her personnel file in the presence of a management representative and shall, upon request, be provided with copies of any criticism, commendation, appraisal or rating therein.
6. No disciplinary letter or other expression of dissatisfaction in either written or computerized form shall be placed under an employee's name or used against the employee at any time unless it has been seen by the employee at the time of issue. The employee shall be entitled to a copy on request.

Personally addressed notes of commendation from the Employer will be placed in the employee's file.

Provided there is no reoccurrence of the general offence, removal of disciplinary letters and written expressions of dissatisfaction from an employee's personnel file shall take place as follows:

1. Offences resulting in loss of pay or suspension at five (5) years.
2. For other offences at two (2) years. Should there be a reoccurrence of the general offence within the above time periods, then it is understood that such time periods will start over. It is understood that the Company may retain information removed from an employee's personnel file for information purposes only. The Company

agrees not to use such removed information at future disciplinary hearings or arbitrations.

7. Part time employees transferred to full time positions shall be subject to a ninety (90) day trial period. If the part timer proves unsuitable, they will be returned to the previous position or comparable position at the same salary rate in effect for that classification. If a part time employee is transferred to a full time position within four (4) weeks of termination of temporary status, their probation period will be reduced by the length of such temporary employment provided such temporary employment was in the same job classification.

## **ARTICLE 12 - SEVERANCE PAY**

Employees released by the Company shall receive two (2) weeks regular straight time rate pay for each years' service up to a maximum of forty-two (42) weeks pay. It is agreed that an employee discharged for cause or leaving voluntarily shall have no right to severance pay under this agreement.

## **ARTICLE 13 - EXPENSES**

1. The employer shall pay all expenses, previously authorized by their supervisor, incurred by the employee in the service of the employer upon submission of expense reports in the prescribed form, supported by vouchers or receipted bills when normally obtainable. Employees shall continue to be compensated for use of a personal automobile at rates based on the following: 42 cents per kilometer effective date of ratification, 44 cents per kilometer effective January 1<sup>st</sup>, 2013 and 45 cents per kilometer effective January 1<sup>st</sup>, 2014. All expense accounts should be submitted monthly where practical and not to exceed three months from the date the expense was incurred.
2. Employees regularly required to use their automobile on company business will be reimbursed for business insurance to a maximum of \$250.00 per year. The employee will furnish proof of insurance to the employer on request.
3. The employer will reimburse the employee for 50% of the deductible portion of insurance coverage to a maximum of \$250.00 per incident, for physical damages to an employee's automobile while driving on assigned company business. The employee will furnish the Employer with an accident report on the prescribed form.

## **ARTICLE 14 - LEAVES OF ABSENCE**

1. Upon application in writing, leaves-of-absence without pay shall be granted at the discretion of the employer for good and sufficient cause. Any refusal shall be covered by a letter of explanation.

In addition to the above, an unpaid leave of up to twelve (12) months shall be granted on attaining four (4) years' service and again up to twelve (12) months after every eight (8) year anniversary of employment for professional development, education or apprenticeship programs. Such leave shall not be unreasonably denied.

Leaves provided for in (1) above shall be granted first to the most senior employee applying. No employee shall be granted a second leave of absence under section (1) while other employees are awaiting leave under the same section except if the course of studies lasts more than one year, in which case renewal of the leave will be considered ahead of new leaves.

2. If an employee is elected or appointed to any office or position of the CEP, CLC, AFL-CIO or office or position of a local of the CEP, or office or position with any organization with which the CEP is affiliated, such employee on request, shall be given a leave-of-absence without pay, for a period not longer than one (1) year which may be extended by mutual agreement and shall be reinstated in the same or a comparable position upon the expiration of such leave. No more than two (2) employees may be absent simultaneously on such leave. Such requests shall not be unreasonably denied.
3. Leaves-of absence without pay upon written request shall be granted to employees elected or appointed delegates to conventions of the CEP or any organization with which the CEP is affiliated and to delegates to special meetings called by the CEP, provided that no more than two (2) such leaves need be granted at any time and leave to any such delegate shall not exceed seven (7) calendar days, with the exception of attendance at the Labour College of Canada, in which case the leave will cover the term. Such requests shall not be unreasonably denied.
4. A bargaining committee member shall not suffer loss of wages, where, by mutual agreement between the parties, negotiations for a collective agreement are scheduled during their scheduled working hours. For inside classified sales where an employee's wage is based upon reaching a quota, that quota will be adjusted downward by determining an average daily quota. Outside sales representatives will be given reasonable sales support to assist them in achieving their quotas.
5. Bargaining Committee members shall, upon approval of the Company, be given time off work to prepare for negotiating days related to renewal of the Collective Agreement. Adequate notice will be provided to the Employer when requesting preparation days off. Approval for such preparation days shall not be unreasonably denied. Where such days are approved, Bargaining Committee members will receive pay in the normal manner for regular hours on that day, however the Company will bill the union for such pay and any associated payroll costs. The union will make every reasonable effort to pay such bills within 30 days of the invoice date. The Employer shall not be responsible for payment for overtime hours not worked and not earned as a result of preparation days.
6. An employee shall request a leave of absence in writing at least one month before the date the leave is to begin, where the leave exceeds three months. When a leave of absence is for three months or more, the employee must advise the employer in writing,

at least one month before the expiration of the leave, of their intention to return to the position. Failure to give such notice shall be taken as voluntary resignation.

7. Leaves provided for in Article 14 (1) shall not constitute breaks in continuity of service, but shall not be considered service time in the computation of benefits dependent upon length of service, including severance. Seniority shall continue to accrue for all other leaves under Article 14 of this collective agreement.
8. It is recognized that an employee on leave of absence may be replaced and that such replacement may be terminated on the return of the absent employee without recourse to the grievance procedure. Such termination of a replacement employee shall apply only to temporary employees hired as a result of the leave of absence. A permanent employee transferred from within to fill a vacancy caused by a leave of absence shall be returned to their former position upon the return of the absent employee.
9. In the case of a death in the immediate family, employees shall be entitled to a bereavement leave of three consecutive days with pay. The immediate family shall include the employee's mother, father, legal guardian, sister, brother, spouse (including common-law spouse and same sex spouse), children, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, step-children, step-parents and step siblings. Time off for other funerals may be granted at the discretion of the department head. Bereavement leave will not apply when the employee is on vacation or drawing sick pay. Additional arrangements may be made by mutual agreement for the employee to extend bereavement leave by taking time off from their time bank, vacation credits or unpaid leave. Permission for such leave extension shall not be unreasonably denied.
10. As provided under the Employer's Company policy, benefits coverage and bereavement leave is recognized for same sex couples as a common-law relationship.
11. Unpaid maternity/parental leave shall be granted upon request according to the following chart:

Birth mother	Up to a total of 52 weeks
Adoptive mother	Up to a total of 52 weeks
Natural father	Up to a total of 37 weeks
Adoptive father	Up to a total of 37 weeks

Such leave may be extended at the employee's option by adding vacation and/or time bank leave. If the leave extends over a calendar year end the employee may elect to defer their current year's vacation to the next year, such deferred vacation to be paid at their previous years' wage rate.

12. The employer shall grant one day off with pay for paternity leave on either the day of the birth of the child or the day the child arrives home.
13. If an employee would have been subject to layoff during any leave under this Section, then their right to return to work will be governed by the Layoff/Recall section of this agreement.



## ARTICLE 15 - TEMPORARY EMPLOYEES

1. A temporary employee for the purpose of this Article is one employed full time, (more than 24 hours per week):
  - a) for a period of up to four (4) months to cover for vacations.
  - b) to cover a leave of absence, including sickness and maternity leave, for the duration of such absence
  - c) for special assignments for periods up to six (6) months in such instances the union shall be notified in writing as to the reason for such employment, and its expected duration. No such temporary posting shall exceed six (6) months without the approval of the union. When such approval is given, the situation shall be reviewed every four (4) months thereafter. Union approval shall be required at every four (4) month review for the posting to be extended.

2. Time worked as a temporary employee shall be credited solely for the purpose of establishing salary rate.

For temporary employees transferred to regular employment after the date of ratification of this agreement seniority and service time for purposes other than probation and eligibility for benefit plans, shall date from the date on which uninterrupted service began.

For temporary employees transferred to regular employment within four (4) weeks of completion of the temporary posting, time worked in such temporary employment shall be credited as seniority, however service time for purposes other than probation shall date from the date that full time regular employment began.

3. If, within four (4) weeks of termination of temporary status, an employee is brought on permanent staff, their probation shall be reduced by the length of such temporary employment provided such temporary employment was in the same job classification.
4. Length of employment as applicable to temporary employees who work full time or part time will be calculated as the number of shifts worked. For the purposes of calculating the number of shifts, the total number of hours worked (excluding overtime) will be added and divided by 7.5.
5. The following articles of the agreement are excluded for temporary employees: 8, 9, 10, 12, 14, 19, 22, 23, and 26. Further, the provisions of subsections of 14(9) and 14(10) shall apply to temporary employees.
6. All temporary employees who qualify under the Ontario Employment Standards Act shall be paid for ten (10) statutory holidays as per current Employment Standards statutory pay calculations.

7. Temporary employees shall be paid 4% of the regular wages in lieu of annual vacation. Such payments will not apply where a temporary employee is transferred with uninterrupted service to regular employment at which time the employee will be covered by the paid vacation provisions of Article 8.
8. The Company may continue the practice of using on-call employees. An on-call employee shall be defined as an employee who fills in on an "On-Call" basis during the year. No such on-call assignment shall exceed one (1) month without the approval of the union. On-call employees shall not be employed to eliminate or reduce the hours of part time, temporary or full time employees.
9. The Employer shall supply the union with a record of annual total hours of temporary employment within the unit bargaining unit by February 28 of the following year.
10. An employee who already is a member of a company benefit plan and who moves into a temporary position shall, for the duration of the temporary position, continue as a member of the benefit plan with the same premium payment arrangements as prior to the temporary position.

## **ARTICLE 16 - PROMOTIONS AND TRANSFERS**

1. In the event of transfers, the employer will discuss and consider the career aspirations and personal preferences of the employee involved. In the event of a disagreement over a transfer the employer will discuss the circumstances with the employee and may consider possible alternatives but in any event will review the affected employee's position semi-annually. The final decision to transfer rests with the Employer. There will be no reduction of remuneration or benefits as a result of a company requested transfer to Burlington.
2. The Employer will post notices of all vacancies and new positions within the bargaining unit for a minimum of seven (7) days. The notice shall highlight basic qualifications. All employees applying shall be granted an interview, however the Company is not obligated to interview an employee if the same employee has previously been interviewed within the preceding twelve (12) month period unless the employee has informed the Company, during the posting period, of a relevant skill upgrade since their last interview. Unsuccessful candidates will be given a second interview upon request where they will be told why they did not receive the job. It is understood that the Company may begin the interview process during the posting period. Copies of such notices shall be sent to the union, with minimum delay. Both parties recognize the principle of promotion from within whenever suitable candidates are available, also the need to maintain a high level of competence in all phases of work. Therefore, in selecting a candidate for promotion to a position within the bargaining unit the Employer will assess qualifications and abilities and consider seniority. The candidate will be promoted based on overall competency and efficiency as judged by the Employer. If competency and efficiency are equal, seniority will be the deciding factor.

3. Subject to Articles 15(3) and 26, seniority means continuous length of full time service with the Employer.
4. Where an employee who is temporarily transferred to a higher classification for four (4) months or more, goes on vacation during that temporary period, then the employee will receive vacation pay at the temporary higher rate.
5. Every person has right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, creed, sex, sexual orientation, age, marital status, family status, citizenship, religious affiliation, record of offences, political beliefs or disability (physical/mental), as defined and interpreted under the Ontario Human Rights Code.
6. The employer agrees not to transfer an employee to a position outside the bargaining unit without the employee's consent.
7. An employee will not be penalized for refusing to accept such a transfer.
8. An employee promoted to a higher classification and found unsuitable for that classification shall be after not more than three (3) months allowed to bump back on the basis of seniority into their previous classification and salary, which may result in the layoff of a junior employee in that classification, at which time the provisions of Article 22 apply. The trial period may be extended an additional three (3) months by mutual agreement between the Employer and the Union.

An employee promoted to such higher classification shall be given an evaluation of their progress at least once every month during their trial period, with a summary in writing.

9. The Employer reaffirms its position as an equal opportunity employer.
10. There shall be no discrimination as the result of lawful union activity or as a result of putting this contract in place.

## **ARTICLE 17 - GENERAL PROVISIONS**

1. Employees may engage in activities outside the working hours provided that such activities do not interfere with their duties at The Spectator; or are in direct competition for Spectator revenues.
2. All reference to the Employer/Department Head shall mean the Employer or its representative.
3. In all cases where notice to the union is required, such notice shall be addressed to the Chairperson of The Spectator Unit at the Employer's address, the Advertising chief steward, the CEP national representative for The Spectator and with a copy to Local 87-M Southern Ontario Newsmedia Guild.

4. Where the masculine is used in this Agreement, it shall be deemed to include the feminine.
5. No employee may attend Union meetings during regular work hours without approval. The Employer agrees to provide for the Union's exclusive use, one notice board to be installed in mutually agreed location.
6. The Company agrees that there will be no lockout of employees and the union agrees that there will be no strike while the agreement is in force.
7. The Company will pay the difference between the jury duty fee and a regular day's pay for employees who are called to serve on a jury, or subpoenaed as a witness in judicial hearings. In either case the employee must provide their court certificate or equivalent, as proof of claim.
8. A Joint Standing Committee will be established. The Union and the Company shall designate it representatives to sit on the committee which will meet to discuss matters of mutual interest and concern.
9. Employee's participation in community organizations shall be on a voluntary basis.
10. The right of an employee to express in writing a private letter to the Publisher, any matter they believe may violate acceptable or ethical newspaper practice is hereby confirmed.

## **ARTICLE 18 - GRIEVANCE AND ARBITRATION**

1. Should any differences arise as to the interpretation, application, administration or alleged violation of the provisions of this Agreement, the following procedures for instituting a grievance may be invoked.
2. Employees shall have the right to Union representation in any grievance or disciplinary meeting. Representative of the Union shall include any elected officer of the Union or shop steward recognized by the Union.
3. Efforts to resolve grievances, up to but not including arbitration, shall be made on Company time. The grievor(s) may be present for any formal meeting throughout the grievance and arbitration procedure.
4. The following grievance procedure shall be observed:

**Step 1.** An employee, accompanied by a Union representative, if desired, shall within thirty (30) days of when the circumstances giving rise to the grievance were known or should have reasonably been known to the grievor, raise the matter orally with the employee's immediate supervisor. The supervisor shall reply to the grievance within seven days.

**Step 2.** If the employee is not satisfied with the outcome of the discussions described in Step 1 above he/she may proceed to the second step of the grievance procedure. In such cases, the employee accompanied by a Union representative, will, within fourteen (14) days of the reply at Step 1, present the grievance in writing to the Vice-President, Advertising Sales. The grievance shall be answered in writing within seven (7) days of receipt of the grievance.

**Step 3.** If the two parties are unable to agree at Step 2, then within seven (7) days of receipt of an answer at Step 2, the employee and the Union shall take up the grievance in writing with the Publisher (or his/her representative). The answer at this Step must be given in writing within seven (7) days.

**Step 4.** If the two parties are unable to agree at the third step, then, the party raising the grievance may refer the matter, including any dispute as to whether the matter is arbitrable, to arbitration within twenty-one (21) days of the reply in Step 3.

5. In general, it is intended that grievances which are not resolved by Step 3 shall be submitted to a single arbitrator; however, either party may elect to submit a grievance to an Arbitration Board of three members, in which case the other party shall comply. The referral to arbitration shall include a list of names for a single arbitrator or the name of a nominee to the arbitration board of the party requesting arbitration. The recipient of the referral shall, within five days, notify the other party in writing of its acceptance of one of the proposed arbitrators, or submit its own list of single arbitrators, or in the case of establishing an arbitration board; submit its nominee to the arbitration board.
6. The parties shall endeavor within five days to agree upon a single arbitrator, or in the case of an arbitration board, the nominees shall endeavor to agree on a chairperson for the arbitration board, and where a single arbitrator or chairperson cannot be agreed to or where either side fails to appoint a nominee to an arbitration board, the Minister of Labour of Ontario may be asked to make the appointment.
7. The Board of Arbitration or single arbitrator shall convene a hearing as soon as possible to hear and determine the matter. The arbitrator or Board shall issue a decision and the decision shall be final and binding upon the parties and upon any employee and employer affected by it. In the case of an Arbitration Board, the decision of the majority is the decision of the Board but if there is no majority decision, the decision of the Chair shall govern.
8. Each party shall pay the fees and expenses of its appointee to an Arbitration Board and the Employer and the Union shall each pay one-half of the fees and expenses of the Chair or the single arbitrator.
9. By mutual agreement between the Employer and the Union, and in the case of an Employer or a Union grievance, or in the case of a grievance involving the suspension or discharge of an employee, the processing of a grievance may begin at the third stage.
10. It is intended that grievances shall be processed as quickly as possible. If the grieving party does not appeal the grievance to the next successive stage within the specified

appeal time limit, the grievance shall be deemed to be abandoned and shall not thereafter be reinstated. If the responding party does not answer the grievance within the specified answer time limit for each stage, then the grievance shall automatically proceed to the next higher stage.

11. Time limits in this article may be extended by mutual agreement. In all cases, days means calendar days.

## **ARTICLE 19 - SPECIAL EMPLOYMENT AND RETIREMENT**

Age in itself shall not be considered a bar to hiring for employment.

## **ARTICLE 20 - HEALTH AND SAFETY**

1. The Employer shall continue the Safety Committee as presently in force. The union shall annually elect its employee designate to sit on the Committee. Reports from that Committee shall be available to the union on request.
2. The Employer agrees to make every reasonable effort to maintain a safe and secure working environment and a clean, healthful, sufficiently ventilated, properly heated and lighted work areas of adequate size.

## **ARTICLE 21 - NEW TECHNOLOGY & PROFESSIONAL DEVELOPMENT**

1. The union shall be given at least three (3) months' notice of introduction of new or modified equipment, machines, apparatus or related software which would result in a possible reduction of the number of regular employees.

The Employer undertakes to make every reasonable effort to effect by attrition or by transfer to a comparable position, any reduction in the number of employees resulting from such introduction.

2. The employer will also notify the union and make time available to discuss the introduction of new or modified equipment, machines, apparatus or related software which would significantly change the employee's work.

Where such change takes place due to new technology or work reorganization as a result of new technology, the employer shall, if so requested by the union, sit down and discuss the changes and the appropriate new classifications which may be created as a result of the changes.

3. Where new technology requires training, current employees shall be trained first and in the order of seniority within the working area affected by the technology.

Any retraining of employees required by the introduction of new technology shall be done at the expense and on the time of the employer without reduction in salary or impairment of benefits.

4. In the event of a reduction in the number of employees resulting from such introduction, the provisions of bumping of Article 22 apply.
5. No employee at the time of introduction of new or modified equipment, machines, apparatus or related software which results in the transfer of new employees into the bargaining unit shall suffer loss of employment or reduction in salary because of this transfer assuming current employees were provided training in this new technology or equipment and chose not to or are unable to learn and competently apply the new technology.

If during the term of this agreement such transfers are effected, the Union and the Company shall meet to resolve any issues created by the transfer.

## **ARTICLE 22 - LAYOFFS**

1. Layoffs to reduce staff for economy reasons, as distinct from discharge for just and sufficient cause, may be made. However, the employer agrees that every reasonable effort will be made through attrition to avoid such layoffs.
2. When it is determined by the Employer that a reduction in the work force is necessary, not less than six (6) calendar weeks notice shall be given to the Union and the employees affected. At the request of either party, the Employer and the Union shall meet during the notice period to discuss possible alternatives to the layoff. Employees shall be laid off in reverse order of seniority in each classification provided those remaining are qualified to perform the work required. During the notice period, the Employer will request voluntary resignations from employees in the classifications involved, and shall pay severance pay to volunteers in accordance with this agreement. Each request for voluntary termination and severance will be subject to the Employer's approval. The number of employees to be laid off shall be reduced accordingly. It is understood that employees voluntarily resigning will thereby waive their rights to recall.
3. Layoffs to reduce staff shall be made within the classification involved in the inverse order of Company seniority.
4. An employee in a classification so affected may elect to enter another classification in which they have proven competence, provided their total Company seniority is greater than that of the employee whom they are bumping. Bumping into a higher classification may occur up to, and including, classifications in Group 2.
5. In the event of layoffs to reduce the force and while the recall list remains in force, temporary employees shall not be utilized unless all laid off employees with proven competency in the classification have been offered the additional work and have refused such work. Additionally, after a layoff occurs, the employer will immediately review its

temporary requirements with a view to provide, where practical, work for employees on the recall list recognizing the work is of a temporary nature.

6. An employee who bumps into a classification in a lower group shall be paid not less than the top minimum for that group but not greater than the employees previous rate.
7. A full time employee affected by layoff may elect to bump into a part time position in the same classification providing his/her company seniority is greater than that of the part time employee being bumped. Such bumping will only be permitted to the extent that the ratio of displaced part timers to the original part time complement immediately before bumping is no greater than the ratio of displaced full timers to the original full time complement before the layoffs.

A part time employee displaced as a result of this section may elect to bump into another part time position in the same classification providing his/her company seniority is greater than that of the part time employee being bumped.

For the purposes of this section, company seniority for full timers shall be based on calendar years of uninterrupted service. Calculation for part time employees will be based on the number of shifts worked. For the purpose of calculating shifts worked, the total number of hours, excluding overtime, will be added and divided by 7.5.

## **ARTICLE 23 – RECALL**

1. Any employee laid off shall be placed on a recall list for a period of twenty-four (24) months. Prior to posting, any job opening that occurs in the bargaining unit during that period shall first be offered to any employee on that list in order of Company seniority, provided they are available and have proven competency in the classification in which the vacancy occurs.
2. Refusal to accept a regular full time job in the classification from which the employee was laid off shall result in the employee being dropped from the list. An employee will not be dropped from the list for refusal to accept or for accepting a temporary or part time position.

If an employee is rehired after the payment of severance pay and before the expiry of the number of weeks so paid for, the unearned severance shall be refundable to the employer.

3. The Union and unit chair or their designate shall be notified of any intended recall.
4. An employee who is recalled shall be paid the prevailing rate for the classification.
5. Subject to Article 15 (2) and Article 26(3), seniority shall mean the length of continuous full time employment with the Employer. Employment shall be deemed continuous unless interrupted by (a) layoff; (b) dismissal for just and sufficient cause, or (c) resignation.



However, in the case of a layoff, service time and seniority will be frozen at the level established at the time of the layoff. If the employee is recalled from the recall list to regular full time employment, such service time and seniority will be restored at the frozen level and an adjusted service date will be established.

6. An employee recalled shall be notified by registered mail, courier service or via email sent to their last known address, with confirmation required that the email has been received.
7. The employee shall notify the Employer in writing or via email, within seven days of receiving such recall notice, of their intention to return and shall be given an additional seven days to report for work, failing which their name shall be removed from the recall list.
8. A laid off employee on the recall list that is currently enrolled in the company benefits plan shall continue to be covered under extended health care and dental for the duration of the severance pay period.

## **ARTICLE 24 - DURATION AND RENEWAL**

This Agreement shall become effective on the date of ratification and shall expire on December 31,2014.

Within ninety (90) days prior to the termination of this Agreement, the Employer or the Union may open negotiations for a new Agreement to take effect upon the expiry of this present Agreement. During negotiations, all terms and conditions of the Agreement shall remain in effect until the conciliation procedures required by law have been completed.

## **ARTICLE 25 - NEW OR CHANGED PUBLICATIONS**

1. The Employer will give the union at least eight (8) weeks' notice prior to publishing a Sunday paper except in the case of a competitive event in which case the notice period may be reduced to four (4) weeks. A competitive event shall mean the intrusion by a daily newspaper into Burlington or Hamilton/Wentworth through a major increase in news coverage or the specific selling of local advertising. In such cases the notice period may be less than four (4) weeks with the agreement of the union. During the notice period, the Employer will discuss implementation with the union. The Employer is not obligated to delay implementation as a result of such discussion.

## **ARTICLE 26 - PART TIME EMPLOYEES**

1. Part time employees shall be defined as an employee who is scheduled to work 80% or less of the normal work week or a student employed during the school vacation period.

2. Part time employees shall be covered by all provisions of this Agreement, except where specifically provided otherwise in the Agreement or in this Article.
3. The following sections of the Agreement are excluded for part timers: Articles 8, 9, 10, 12, 22, 23.

Bereavement leave under Article 14 (9) as applicable to part time employees will be limited to regularly scheduled work days within the three (3) day bereavement period. The provisions of Article 12 concerning severance pay will apply to part time employees, except that the calculation of "years' service" will be pro-rated on the basis of shifts worked. Additionally, the provisions of Article 22 relating to part time bumping including seniority calculation will apply to part time employees.

Seniority for part time employees for the purpose of layoff, step up wage increases and severance will be calculated on the basis of shifts worked excluding overtime. For the purpose of calculating the number of shifts worked, the total number of hours worked will be added and divided by 7.5. Absences from work will not be included unless it is a leave recognized under the Employment Standards Act in excess of 8 weeks in duration. If the leave extends past 8 weeks the entire leave will be included. For the purpose of determining the equivalent "shifts worked" for these leaves, the average hours worked over the preceding 12 months will be used.

4. Part time employees' hours will be set on a regular basis as required. A notice of one week will be given to change regularly scheduled shifts.
5. A part time employee may work as a full time employee temporarily to cover a vacation or absence under this Agreement without affecting his or her part time status.
6. Part time employees, excluding summer students, shall be paid 6% of their regular wages on each pay in lieu of annual vacation each year. Part time employees with seven (7) years of continuous service shall be paid eight (8%) of their regular wages on each pay in lieu of annual vacation each year. Such payments will not apply where a part time employee is transferred with uninterrupted service to regular employment at which time the employee shall be covered by the paid vacation provisions in Article 8. Summer students shall be paid 4% of their regular wages as vacation pay at the end of their work term.
7. A part time employee or a student shall not be covered by the provisions of the welfare benefit plans, except as provided by law and except as provided in Article 26, paragraph 8.
8. Part time employees who have worked an average of twenty (20) hours per week over the previous twelve (12) month period are entitled to participate in the Company's Supplementary Medical Plan and Dental Plan. The monthly premium shall be shared 50% employer and 50% employee with the employee share paid through payroll deductions.
9. A part time employee shall be paid on an hourly basis not less than an equivalent to the weekly minimum starting salary in their classification. Students employed during the

school vacation period shall be paid not less than 75% of the starting rate in their classification.

10. Part timers may be laid off to reduce staff, as distinct from discharge for just and sufficient cause. Layoffs to reduce staff shall be made in the inverse order of Company seniority by classification.
11. Part timers who have been laid off shall be placed on a part time rehiring list for a period of twenty-four (24) months. They shall be given the opportunity of re-employment to fill any future part time opening in their classification during that period. Re-employment shall be in the inverse order of layoff from the classification. Refusal to accept a job offer in the classification from which the employee was laid off shall result in the employee being dropped from the part time rehiring list, however an employee will not be dropped from the list for refusal to accept a temporary position.
12. Part time employees shall not be hired to eliminate or prevent the hiring of full time employees.
13. All part time employees who qualify under the Ontario Employment Standards Act shall be paid for ten (10) statutory holidays as per current Employment Standards statutory pay calculations.

This agreement was reached in Hamilton, Ontario,

this 29<sup>th</sup> day of November, 2012.

**For the Company:**

Jamie Poehlman

Kendra Miller

Susan Azzopardi

**For the Union:**

Steve Arnold,  
Unit Chair

Deborah Visheau

Laura Duxbury

Cathryn Easterbrook

Carleen Finch

Mark Dills

Micaela Morrison

Gary Ellis

## "SCHEDULE A"

The following protocol regarding commission sales will remain in effect for the life of this agreement with the following principles applied:

1. The Union and the Employer shall establish a dispute resolution committee with two members from the Union and two members from the Employer represented. The purpose of the committee is to resolve disputes over sales targets. An account executive or outbound telesales representative will be able to access the DRC when his/her accounts list has been affected, by ten (10) per cent or more, or when one of his/her top ten accounts has been re-assigned or lost, or for any other reason which has a significant effect on the account executive's or outbound telesales representative's ability to meet their sales targets. Once the affected employee and that employee's direct manager/supervisor present their case to the DRC, they shall then be excused from the DRC deliberations.

The minutes of this committee meeting shall be made available upon request to the Union or to the employee involved.

Where a sales target is not resolved by the DRC, the matter will be referred to the Publisher or representative of the Publisher. (The Union reserves the right to grieve changes in quotas if they are considered to be disciplinary in nature.)

2. Sales targets shall be set by the end of January and by agreement between the account executive and outbound telesales representative and his/her manager. The current criteria used in helping to establish sales targets shall remain in place. When new advertising revenue that was not considered when setting targets comes into the territory, the sales manager may assign new targets.
3. a) Posting:  
Where management posts an Account Executive position, the posting will indicate the value of the list and applicable commission plan. The successful candidate will accept the terms as posted.
4. Where an account executive or outbound telesales representative sees a loss of 10% or more of sales for uncontrollable reasons such as bankruptcies, mergers, collection accounts (where account executives are prevented from selling to these customers), government cutbacks from either a single or combination of accounts during the monthly target period, the account executive or outbound telesales representative shall have his or her sales target reduced by the dollar value of the sales of the said clients. It is understood that the normal withdrawal of business advertising such as the transfer of advertising dollars to another media will not qualify as uncontrollable.
5. Prospective advertisers and/or accounts being redistributed shall be assigned to advertising sales representatives or outbound telesales representatives in a fair and equitable manner.

Where an account is withdrawn or reassigned, (at no fault of the Account Executive) the account executive will be compensated for the loss by an account or accounts with provable potential for volume approximately equal to the lost account or accounts.

6. No account executive or outbound telesales representative shall be required to reimburse earned commissions or have commissions adjusted on advertisements which have appeared incorrectly, when such employee can demonstrate that it was no fault of the account executive, or on accounts with advertisers that have gone bankrupt.

It is understood that account executives or outbound telesales representatives are required to follow current credit procedures. Similarly, it is also understood that account executives will encourage make goods where errors on ads have appeared.

7. The current practice of paying account executives or outbound telesales representatives' salary/draw plus commission while on vacation, recognized holidays and sickness shall remain in place.
8. It is understood that when an account executive is ill for longer than fifteen (15) working days, the employee shall receive an average pay based on the prior twelve (12) months.
9. For outbound telesales representatives who are ill longer than fifteen (15) working days, the employee shall receive an average pay based on the prior twelve (12) months.
10. The Company will continue its practice of offering additional incentives on selected special sections, new products and sales promotions, when the Company decides to initiate such products.
11. If the Employer or the Union wishes to change the incentive plan they will meet with the Union to discuss the changes and cooperatively develop the new plan. If an agreement cannot be reached between the Union and the Employer, the old plan will remain in place.
12. Monthly quotas for inside telesales will be set by the first of each month. If a majority group of the Inside Telesales disagrees with the quota, such disagreement may be referred to the DRC.

**Letter #1**

September 29<sup>th</sup>, 2010  
Steve Arnold  
Unit Chair  
Southern Ontario Newsmedia Guild  
CEP Local 87-M  
Advertising

Dear Steve,

During the course of negotiations, the Company presented its concerns regarding the increasing cost for benefits. The Company and the Union agree to meet to discuss cost savings possibilities in this area.

Anne Williston  
VP, Human Resources

Renewed November 29, 2012

**Letter #2**

September 29<sup>th</sup>, 2010

Steve Arnold  
Unit Chair  
Southern Ontario Newsmedia Guild  
CEP Local 87-M  
**Advertising**

RE : Compressed Work Schedules

Dear Steve:

For the duration of this collective agreement, a compressed work schedule may be implemented, if agreed to by the employee and the supervisor.

Anne Williston  
VP, Human Resources

Renewed November 29, 2012



**Letter #3**

September 29<sup>th</sup>, 2010

Steve Arnold, Unit Chair  
Southern Ontario Newsmedia Guild  
CEP Local 87-M  
**Advertising**

Steve:

The Company will continue to offer the education assistance allowance as provided in the Spectator policy.

Anne Williston  
VP, Human Resources

Renewed November 29, 2012

**Letter #4**

September 29<sup>th</sup>, 2010

Steve Arnold  
Unit Chair  
Southern Ontario Newsmedia Guild  
CEP Local 87-M  
**Advertising**

Dear Steve,

RE: Job Sharing

Any two Advertising employees doing similar work may propose to share a full time position under the conditions of the company-wide job sharing policy.

Union members involved in job sharing arrangements shall, for the duration of the arrangements, be classified as part-time employees and be covered by the part time Article. However, a full time employee who has moved directly into a job-sharing arrangement shall, in the event of layoff, have regular full time bumping rights as outlined in Article 22.

Anne Williston  
VP, Human Resources

Renewed November 29, 2012

**Letter #5**

September 29<sup>th</sup>, 2010

Steve Arnold  
Unit Chair  
Southern Ontario Newsmedia Guild  
CEP Local 87-M  
**Advertising**

Dear Steve:

RE : Maternity/Parental Leave

During the life of this contract, the Company agrees to continue to pay its portion of the supplementary medical, dental, and group life premiums during maternity/parental leaves under Article 14.

Anne Williston  
VP, Human Resources

Renewed November 29, 2012

**Letter #6**

September 29<sup>th</sup>, 2010

Steve Arnold  
Unit Chair  
Southern Ontario Newsmedia Guild  
CEP Local 87-M  
**Advertising**

Dear Steve :

RE : Pay Equity Plan

The Company will provide the Union with a copy of the Pay Equity Plan as it relates to positions within the bargaining unit covered under this collective agreement. Further, the Company will meet with the Union to discuss pay equity issues as covered under the Pay Equity Plan.

Anne Williston  
VP, Human Resources

Renewed November 29, 2012

## **Letter #7**

September 29<sup>th</sup>, 2010

Steve Arnold  
Unit Chair  
Southern Ontario Newsmedia Guild  
CEP Local 87-M  
**Advertising**

Dear Steve,

RE : Joint Health & Safety Committee (JH&SC) and RSI Initiatives – Advertising

This is to confirm that RSI prevention and management will be continued.

The JH&SC will continue to address education, workplace monitoring, assessment and implementation of good work practices.

The Joint Health & Safety Committee will continue to;

- Develop guidelines and suggest recommendations for modifications to the work environment;
- Review existing and provide new training when necessary;
- Continue to evaluate & assess workstations when requested.

Anne Williston  
VP, Human Resources

Renewed November 29, 2012

**Letter #8**

September 29<sup>th</sup>, 2010

Steve Arnold  
Unit Chair  
Southern Ontario Newsmedia Guild  
CEP Local 87-M  
**Advertising**

Dear Steve:

The Company and the Union recognizes the right of the employees and managers to work in an environment free from sexual harassment.

Anne Williston  
VP, Human Resources

Renewed November 29, 2012

**Letter #9**

April 16, 2010

Steve Arnold  
Unit Chair  
Southern Ontario Newsmedia Guild  
CEP Local 87-M  
Advertising

Steve:

Each of the three Account Executives on the Real Estate team will be paid commission based on the percentage the team finishes to target each month. The two (2) outbound Telesales representative's will also be paid commission on the percentage their team finishes to target each month. The percentage will be applied to the individuals' sales targets to calculate their actual sales for the month for commission purposes.

The target for each of the teams will be based on the actual annual combined target set by management, divided equally by the number of Account Executives in Real Estate. Should the number of account executives or current incumbents change, this plan may be changed or adapted to meet the requirements of the business.

Regards,

Anne Williston  
VP, Human Resources

Renewed November 29, 2012

**Letter #10**

April 16, 2010

Steve Arnold  
Unit Chair  
Southern Ontario Newsmedia Guild  
CEP Local 87-M  
Advertising

Steve,

The Company will reimburse up to forty-five dollars (\$45.00) per month for cellular telephone business usage by outside sales personnel.

Further, the Company will review on an individual basis with outside sales representatives the need to provide additional reimbursement costs incurred as a result of using a cellular telephone for business purposes only.

It is also acknowledged that for the safety of all employees, the company's Use of Electronic Devices While Driving On Company Business and/or Time will be followed and adhered to at all times by all employees.

Regards,

Anne Williston  
VP, Human Resources

Renewed November 29, 2012



**Letter #11**

September 29<sup>th</sup>, 2010

Steve Arnold  
Unit Chair  
Southern Ontario Newsmedia Guild  
CEP Local 87-M

Advertising

Steve:

**Letter of Understanding  
RE: Software Training**

Notwithstanding Article 21, the Company shall determine the employee to be trained on job related software programs within the working area affected by the update/upgrade. Upon completion of such training, the remaining employees shall be trained in the order of seniority within a three (3) month period from the date training ended.

In the event Article 22 is invoked prior to the three (3) month period, the Company shall first complete the training process before a reduction in the work force can be implemented in the affected classification.

Yours truly,

Anne Williston  
VP, Human Resources

Renewed November 29, 2012

## **Letter #12**

May 27, 2010

Steve Arnold  
Unit Chair  
Southern Ontario Newsmedia Guild  
CEP Local 87-M  
Advertising

Dear Steve:

### **Letter of Understanding Re. Ad Production Roles**

This will confirm the agreement reached during bargaining regarding positions resulting from Ad production outsourcing:

- a. The company will agree to add Customer & Production Assistant duties & digital ad building duties to the role of Creative Designer to establish a full time position at the current Creative Designer wage rate with the understanding that should business needs change in future the position may not remain as a full time position.

Regards,

Anne Williston  
VP, Human Resources

Renewed with amendments November 29, 2012

**Letter #13**

May 27, 2010

Steve Arnold  
Unit Chair  
Southern Ontario Newsmedia Guild  
CEP Local 87-M  
Advertising

Steve,

The company agrees that the following current full-time Classified staff members, Deborah Visheau and Sherryl O'Neill will remain at a salary of \$39,936.00 per year. As agreed, there will be no CPI increases applied to this salary for the life of the Collective Agreement.

All other General Classified Sales Advisors including Announcement staff will be paid as per the wage grid outlined in Article 7 of the current collective agreement.

All Classified Call Centre employees so employed as of July 1, 2009 will receive the greater of either the new wage and commission compensation plan outlined in Article 7 or the wage rate of the previous plan in the corresponding month from 2009. This reconciliation will be for a period of twelve (12) months starting from December 1, 2009. For example, commissions earned on the new plan in the month of January 2010 will be compared to earnings in January 2009 (old plan) and the greater of the two be paid.

Regards,

Anne Williston  
VP, Human Resources

Renewed with amendments November 29, 2012