

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE ST. CATHARINES STANDARD, CIRCULATION,  
CLASSIFIED ADVERTISING AND CREATIVE  
DEPARTMENTS**

**A division of Sun Media Corporation**

**AND**



**unifor**

Local87-M | Canada

**Effective April 1, 2015 to March 31, 2018**

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## **PREAMBLE**

THIS COLLECTIVE AGREEMENT, made and entered into this First day of April, 2011, by and between THE ST. CATHARINES STANDARD, a division of Sun Media Corporation., through its authorized representatives (hereinafter referred to as the "Employer") and THE ST. CATHARINES, ONTARIO, TYPOGRAPHICAL UNION No. 416, CWA/SCA CANADA by its officers or a committee duly authorized to act on its behalf (hereinafter referred to as the "Union") shall be **effective beginning April 1, 2015 and ending March 31, 2018.**

All employees covered by this Agreement are mutually recognized as being employed on hourly rates. Any reference hereinafter made to rates of pay in any other form than hourly rates is for the mutual convenience of the parties of this Agreement.

## **ARTICLE 1 – RECOGNITION**

The Employer hereby recognizes the Union as the exclusive representatives for the collective bargaining for the certified bargaining units. The Employer agrees to employ only members of the Union, within the bargaining units, except as noted below.

**1:00** The Union is recognized as the exclusive bargaining agent for all full-time employees of the Employer (temporary employees where applicable) employed in the City of St. Catharines in the following bargaining units:

- (A) In its Classified Advertising Department including Classified Accounting Personnel, switchboard and tearsheet personnel, cashier(s) (no matter where performed), save and except outside Classified Display Advertising Sales personnel, Classified Accounting Manager, the Inside Sales Manager, the Director of Advertising, and students employed during the summer vacation period (April 15 to Labour Day);
- (B) In its Circulation Department, save and except the Distribution Manager, the Community Relations Coordinator, the Circulation Services Manager, the Director of Circulation, and students regularly employed during the summer vacation period (April 15 to Labour Day);

- (C) Employees classified as Creative Artist Supervisor, Creative Artists, Electronic Page Layout Operators, Advertising Proof Runners, save and except students employed during the summer vacation period (April 15 to Labour Day)

## **ARTICLE 2 – NEW EQUIPMENT**

- 2:00** The Union is to be given at least four weeks notice in the event that the Employer decides to introduce new equipment, machinery or processes. The above does not apply to duplication or addition of existing or similar equipment, (i.e.: new models of existing equipment). The Employer agrees to provide employees with the opportunity to become proficient on all such new equipment, machinery and processes.

### **Priority/Seniority**

- 2:01** Priority is defined as length of service in the bargaining unit and shall be applied on a bargaining unit-wide basis. This provision applies individually to the three (3) bargaining units recognized in Section 1:00 of this Agreement and does not extend from one bargaining unit to another.

## **ARTICLE 3 – NEW PROCESS & RETRAINING**

- 3:00** A New Process and Retraining Committee composed of two (2) Employer representatives and two (2) Union members will meet as necessary (three (3) meetings per year will be the minimum) to address the training of employees covered by this Agreement.

When it is necessary to send employees away for training on new processes, their regular hourly rates (excluding overtime) and expenses shall be paid by the Employer. Employees who are sent away for such training shall guarantee service with the Employer for a period of time which shall be mutually agreed upon by the Employer and the Union. Employees who are trained on new processes may be required to instruct other members in new processes. No employee will be deemed incompetent as contemplated in Section 14:00 without having

had the opportunity to receive reasonable training and/or retraining provided by the Employer.

## **ARTICLE 4 – GENERAL LAWS**

**4:00** The Employer agrees to respect and observe the conditions prescribed by the constitution, bylaws and scale of prices of the Union not in conflict with this Agreement and the General Laws of CWA/SCA CANADA in effect at time of signing this agreement, copies of which are hereunto attached.

And it is further agreed that the aforesaid constitution and bylaws may be amended by the Union without the consent of the Employer; provided, however, that changes which conflict with the terms of this Agreement or affect wages, hour or working conditions shall not become operative during the life of this instrument except by mutual consent of both parties signatory thereto.

### **Steward**

**4:01** The Employer agrees to allow the Unit Steward(s) freedom to perform all functions of his/her office within his/her Bargaining Unit with the permission of his/her Immediate Supervisor provided that in the opinion of his/her Immediate Supervisor this shall at no time interfere with the production, delay production or distribution of the Employer's product. Such permission will not be unreasonably withheld.

All Chapel (bargaining unit) meetings shall be held outside of working hours.

### **Dues**

**4:02** The Employer agrees to deduct an amount equal to the Union dues and general assessments as required by the Union from each employee in the bargaining units who has completed his/her probationary period. The Employer shall notify the Union when a new employee is completing his/her probationary period.

**4:03** (A) Dues deductions shall be forwarded to the Secretary Treasurer of the Union on or before the fifteenth of the

month following the month in which the deductions were made.

- (B) In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising out of or resulting from the operation of this Section.

## **Information**

**4:04** The Employer shall supply the Union annually during the term of this Agreement a list containing the following information for all employees covered by this Agreement and any subsequent additions or deletions as they occur:

1. Name and address
2. Date of hiring
3. Classification
4. Starting hourly rate until full scale is attained

## **ARTICLE 5 – UNION MEMBERSHIP**

### **Temporary Employees**

**5:00** All new employees covered by this Agreement shall be required to become members of the Union on the ninety-first (91st) day of employment and shall maintain membership in the Union during the term of this Agreement as a condition of employment. Any employee who at the signing of this Agreement is a member of the Union or who thereafter becomes a member of the Union, such employee shall remain a member for the term of this Agreement. Temporary help shall be required to become members of the Union after 90 days of employment, save and except summer students regularly employed during the school vacation period (April 15 to Labor Day).

**5:01** It is understood that temporary employees covered by this agreement shall be exempt from Sections 5:03, 9:01B (except paragraph 5), 9:02, 15:00, 26:00, 28:00, 30 (all), and 34:00 until they attain eight (8) calendar months of continuous service with the Employer. However, a temporary employee who becomes a full-time employee shall be given pension credit (equal to that of a regular full-time employee).



It is agreed that temporary employees covered by this Agreement shall receive (in lieu of benefits) five per cent (5%) per shift over his/her hourly rate.

### **New Employees**

**5:02** The President or Vice-President of the Union shall be allowed to meet with each new employee for a thirty (30) minute period to discuss the terms of the Collective Agreement during working hours at a time to be arranged between the involved immediate supervisors and the Union. Meeting to take place during the seventh week of employment.

### **Probation**

**5:03** All new employees covered by this Agreement shall be considered probationary employees during the first ninety (90) days of employment. Continuation of employment beyond the probationary period shall entitle the employee to seniority from date of employment. Each employee shall be covered with all benefits of this Agreement from the 91st day of employment except those benefits requiring an eligibility period.

## **ARTICLE 6 – HOURS OF WORK**

**6:00** For full-time employees, seven and one-half (7 ½) hours shall constitute a shift and five (5) shifts shall constitute a week's work.

## **ARTICLE 7 – SHIFTS**

**7:00** Day shift hours for each department will be defined as follows:

Classified Advertising and Circulation 8 A.M. - 8 P.M.,  
Creative Artists, Electronic Page Layout Operators and  
Advertising Proof Runners 7 A.M. - 7 P.M.

Night shift hours for each department will be defined as follows:

Classified Advertising and Circulation 8 P.M. - 8 A.M.,

Creative Artists, Electronic Page Layout Operators and Advertising Proof Runners 7 P.M. - 7 A.M.

Notwithstanding the above, day shift hours for Circulation on Saturday will be 6:00 A.M. - 6:00 P.M. Night shift hours for Circulation on Saturday will be 6:00 P.M. - 6:00 A.M. A Saturday day shift beginning at 6:00 a.m. may require one (1) District Sales Representative and one (1) clerical position only, if needed.

### Shift Premiums

**7:01** Where scheduled hours are worked outside of the day shift hours referred to in 7:00 above, a shift differential shall be paid to the employee(s) affected, as follows:

Up to four hours:                   \$ 1.00 per hour  
More than four hours:           \$12.00 per hour

### ARTICLE 8 – WAGES

**8:00** The scale rates per hour for the job classifications covered by this agreement shall be:

	01-Apr-15	01-Apr 16	01-Apr 17
<b>Bargaining Unit "A"</b>			
Clerks	\$21.24	\$21.24	<b>\$21.35</b>
<b>Bargaining Unit "B"</b>			
Clerks	\$21.24	\$21.24	<b>\$21.35</b>
Circulation Co-ordinator	\$22.31	\$22.31	<b>\$22.42</b>
District Sales Representatives	\$27.82	\$27.82	<b>\$27.96</b>
<b>Bargaining Unit "C"</b>			
Creative Artists	\$21.24	\$21.24	<b>\$21.35</b>
Electronic Page Layout Operators	\$21.24	\$22.24	<b>\$21.35</b>
Proof Runners	\$21.24	\$21.24	<b>\$21.35</b>

**8:01** New employees (except district sales representative trainees) shall receive 70% of the appropriate job classification scale rates increasing by 10 per cent after the first six months, 10 per cent after the second six months, five per cent after the third six months and five per cent after the fourth six months.

**8:02** New employees hired as District Sales Representative Trainees, shall receive 70 per cent of District Sales Representative scale increasing by 10 per cent after the first year, 10 per cent after the second year and 10 per cent after the third year.

### **Expenses**

**8:03** Employees in the Circulation Department required to use their cars on Employer business (excluding private use and mileage to and from work) shall be paid at the prevailing Employer rate.

Employees must submit proof for all mileage claimed and the Employer has the right to satisfy itself that such mileage figures are accurate.

On out-of-town assignments the question of expenses for meals will be agreed upon by the employee and Management. Receipts are required.

## **ARTICLE 9 – OVERTIME**

**9:00 (A)** Authorized overtime worked before or following a full shift or at the end of a week's work, both of which are defined in Section 6:00 (A) & (B) herein, shall be paid for at the rate of one and one-half times the regular hourly rate of the employee, inclusive of any shift differential (recalculated to an hourly basis) payable for those hours, or at the option of the employee, time off based on the overtime rate, payable at straight time, on a date mutually agreed upon between the employee, his/her Supervisor and the Unit Steward.

(B)

i) Within each job classification, the Employer shall designate the number of persons and overtime hours required. When overtime is needed, at least one and one-half hours advance notice shall be given by the Employer. In the case of

emergency the one and one-half hour notice requirement may be exempt.

- ii) The Employer will offer overtime work equitably within a job classification, to employees in priority order on each shift provided they are competent to perform the work. A record of overtime worked as well as overtime declined by each employee will be maintained. Such records will continue to be posted Monday through Friday and accessible to employees and the Unit Steward.
- iii) The employer reserves the right to assign overtime within a job classification on the shift concerned as required, in reverse order of priority, provided such employees are competent to perform the work.

## **Holidays**

**9:01 (A)** All work performed on recognized Holidays shall be paid for at double time. The recognized holidays are: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and Family Day. All Holidays are with pay.

An employee who is absent on the working day before or the working day after a statutory holiday may be required to produce a medical certificate to be paid for the working day absent, if arrangements have not been made with his/her supervisor for the absence.

It is agreed by both parties that Boxing Day is a recognized publishing day and is acknowledged under the following provision: Boxing Day shall be paid double time for hours worked, when required by the Employer, plus a full day's pay for those employees scheduled to work. It is understood that four (4) hours will be the minimum required hours.

## **Lieu Days**

- (B) If a recognized holiday occurs during an employee's recognized vacation time off, the employee will have the option of taking a day's pay, or a day off with pay on a date

mutually agreed upon between the employee, his/her Supervisor and the Unit Steward.

If a recognized holiday occurs on an employee's day(s) off, the employee must take a day in lieu, through mutual agreement between the employee, his/her Supervisor and the Unit Steward.

All lieu days must be arranged for on or before December 1 of the current year. If suitable arrangements cannot be made, lieu days remaining will be paid in full. Lieu days as a result of Christmas and Boxing Day holidays will also be paid out in full.

An employee absent because of illness or recognized leave of absence will not be entitled to claim a day's pay or a day in lieu.

A regular night shift beginning on or extending into a holiday will be paid for at the regular rate.

**9:02** Sunday pay deleted per 2016 Negotiations.

### **Anniversary/Birthday**

**9:03 (A)** Employees hired prior to October 29, 1999 will receive a day off with pay, to observe each of his/her Birthday and the Anniversary of his/her full time starting date with the Employer. (Example: An employee's starting date is May 31<sup>st</sup>. He/she will be eligible to observe his/her Anniversary and the Birthday, occurring on or after May 31<sup>st</sup> of the following year.)

Such days off will be taken on the actual date. If an employee's Birthday or Anniversary falls on a recognized holiday as set forth in 9:01 (A) herein, on his/her days(s) off, or during his/her vacation period, such days off will be taken on that employee's regular working day next following.

(B) In the event that such an employee is required by the employer to work on either of his/her Birthday or Anniversary, he/she shall be paid at time and one-half for hours worked on

that day. It is understood that four (4) hours will be the minimum required hours.

**9:04** The Employer agrees that members of the Union Negotiating Committee, to a maximum of two (2) employees, will not suffer any loss of pay because of his/her participation in negotiating an agreement with said Employer up to the point of conciliation. It is agreed that both parties will make every effort to arrange meetings so as not to impede the normal production of the newspaper.

#### **ARTICLE 10 – SIXTH OR SEVENTH SHIFT**

**10:00** No employee covered by this Agreement shall be required or permitted to hold a situation of more than five shifts in one financial week. When any employee is required to work on a regular off day or off night, or sixth or seventh shift in any financial week, he/she shall be paid the overtime rate for such work.

#### **ARTICLE 11 – LUNCH PERIOD AND COFFEE BREAKS**

**11:00** Recognized coffee breaks and lunch periods shall be taken at the same time every day according to priority claiming. The Manager or Supervisor may change coffee breaks and lunch periods to meet office staffing requirements. District Sales Representatives will not be governed by this section.

**11:01** A lunch period of at least thirty (30) minutes and not more than one hour shall be allowed for each full time shift, such time not to be included in the number of hours specified for a day's work. A paid coffee break of 15 minutes shall be allowed during each one-half (1/2) shift.

#### **ARTICLE 12 – FULL SHIFT**

**12:00** No full time employee shall be employed for less than a full shift except when suspended, discharged for cause, or is excused at his/her own request.

## **ARTICLE 13 – CALL BACK**

**13:00** Employees called back after having completed their scheduled shift and after having left the office shall be paid \$6.00 for such call-back and overtime rates for all time worked. A minimum of one hour work shall be allowed except if excused at own request.

## **ARTICLE 14 + DISCIPLINE/DISCHARGE**

**14:00** The Employer shall not discipline or discharge any employee without just cause. The immediate supervisor may discharge for incompetency, for neglect of duty, or for violation of office rules, which shall be kept conspicuously posted. A discharged employee shall have the right to grieve his/her discharge in accordance with Section 31:00. Upon request, the immediate supervisor shall give the reason for discharge in writing. A request for the written reason(s) for discharge shall be made within seventy-two (72) hours after the employee is informed of his/her discharge.

Progressive discipline shall generally be applied by the Employer, except the Employer need not follow progressive discipline before discharge if the discharge is for theft, deliberate damage to the Company property, gross insubordination or physical violence.

In applying progressive discipline, written warnings must be given (within five (5) days of the incident) to the employee or sent to the employee's last known address, as well as to the Union President and to the appropriate unit steward.

Progressive discipline shall involve an oral warning for a first offence, and a written warning for a second offence. Should the Employer feel it necessary that further disciplinary action is required prior to discharge, the Union agrees to discuss the course of action. Warnings as herein provided shall be null and void after one (1) year, and shall not be used as a basis for further disciplinary action. The procedures outlined above are subject to the terms of the grievance procedure. (Section 31:00).

It is agreed that work absences totalling two (2) months or more shall not be included in the one (1) year period previously mentioned.

## **Discrimination**

**14:01** Both parties agree to observe and abide by the terms of the Ontario Human Rights Code and the Ontario Labour Relations Act and the regulations pertaining thereto with respect to the application of this Agreement and with respect to the practice of discrimination.

## **ARTICLE 15 – LAYOFFS & RECALL**

**15:00** Within each bargaining unit:  
When the employer decreases the complement in a job classification as described in Section 8:00, such decrease shall be accomplished by laying off the person with the least priority in the job classification in question, provided those remaining are competent to perform (with a 4 week training period if necessary) the work available.

A person to be laid off may bump, firstly, the employee with the least priority in another job classification which pays the same wage scale, or secondly, the employee with the least priority in the next lower rated job classification. A bump will occur provided the person has more priority than the employee to be bumped and provided the person is competent to perform (with a 4 week training period if necessary) the work of the job classification into which he/she is bumping. The employee being bumped will then be laid off, or at his/her option move to the top priority spot of their respective bargaining unit's temporary board.

When the employer increases the complement in a job classification as described in Section 8:00, persons laid off from that specific job classification shall be recalled in reverse order in which they were laid off from that specific job classification regardless of whether the person(s) are on layoff or on the temporary board. The period of recall rights shall be limited to twelve (12) months.



A person who is on the recall list and who is recalled prior to the end of the period for which he/she received severance pay, shall refund the unexpired portion of the severance pay upon his/her recall.

## **Leave of Absence**

**15:01** Leave of absence without pay shall be granted to attend meetings, courses or conventions for Union Members provided that:

- 1) such leave will not total more than 20 working days per calendar year for total bargaining units.
- 2) no more than two bargaining unit members shall be granted leave at any one time. No more than 1 per unit.
- 3) the Union shall notify the Employer at the first opportunity and at least one (1) week prior to such leave taking place for Union Officers only (including Special Standing Committee) - up to a maximum of two (2) members.
- 4) the Union shall notify the Employer at the first opportunity and at least two (2) weeks prior to such leave taking place for members outside the Executive.

**15:02** After completion of one (1) full year of permanent employment, leave of absence of up to **four (4) days** per calendar year non-accumulative without pay for an employee shall be granted where competent replacement personnel are available if required. Such leave shall be arranged by mutual agreement between the Employee and employer.

**15:03** Within each bargaining unit:

- (A) temporary employees shall be scheduled or called in for shifts of not less than four (4) hours nor more than seven and one half (7 1/2) hours. However, such employees may be retained on that shift for as many hours as required by the Employer;
- (B) a temporary employee shall not be employed if his/her employment would eliminate, displace or prevent the hiring of a regular full-time employee;
- (C) a temporary employee shall be employed for up to four (4) weeks as an instruction period prior to assuming the duties of a full-time employee either as an extra employee

- for peak periods or to replace an \*absent full-time employee;
- (D) the total accumulative hours of all temporary employees shall not exceed fifty (50) hours per financial week, except when replacing \*absent full-time employees and during instruction periods, when the hours worked by such employees shall not count in the above mentioned hours limitation.

\*Note: For the purpose of these sub-sections, the term “absent” does not include day(s) off, LTD, or persons on layoff.

### **Students**

**15:04** Within each bargaining unit, summer students may be employed during the recognized school vacation period of April 15<sup>th</sup> to Labour Day, provided that there is no employee in that unit on lay off who has recall rights as outlined in section 15:00 and who is competent to perform the work.

### **Sub-Contractors**

**15:05** Sub-contractors and temporary employees shall not be employed to work normally or appropriately performed by regular full-time employees at the date of this contract where, in effect, such employment or continued employment would cause the layoff of regular or full-time employees.

**15:06** New employees shall not be hired where there are employees on lay-off who have recall rights and who are competent to perform the work.

## **ARTICLE 16 – DISCIPLINE AND DISCHARGE APPEAL**

**16:00** Any member who has been discharged and believes the discharge unjustified, shall have the right to appeal under Sections 31 and 32 of this agreement.

**16:01** Employees shall be notified in writing of the grounds for discipline or discharge. The Union shall receive a copy. In

subsequent grievance procedures, including arbitration, the Employer shall be limited to such grounds.

## **ARTICLE 17 - SANITARY REGULATIONS**

**17:00** The Employer agrees to furnish a clean, healthful, sufficiently ventilated, properly heated and lighted place for performance of all work. All machines or apparatus from which dust, gases or other impurities are produced or generated shall be equipped in such manner as to protect the health of the employees.

## **ARTICLE 18 – HEALTH & SAFETY**

**18:00** A Joint Health and Safety Committee, composed of two Company representatives and two Union representatives will meet as necessary - three times yearly being the minimum - to discuss the health and safety of Bargaining Unit members. The Committee will use the Ontario Health and Safety Act as a guideline towards a common format to govern its activities. It is agreed that meetings, because of work commitments, may be scheduled outside of the recognized working hours of the employees involved.

## **ARTICLE 19 - VACATIONS**

**19:00** Employees will take vacation in the year they earn it with the understanding that if an employee leaves the Company for any reason, other than involuntary layoff, and has not earned all the vacation time they have taken, the Company will deduct such amounts from any outstanding monies. If the amount to be reimbursed is greater than the outstanding monies, the employee shall agree to reimburse the employer with terms that are mutually acceptable.

The company proposes that employees have 2 years to use up their accrued time.

The vacation entitlement is now capped at 6 weeks for all new hires hired after date of ratification. For clarity, new hires will no longer be eligible for 7 weeks of vacation.

All regular employees will be entitled to one week's vacation after six (6) months; two week's vacation after one (1) year, either/or, not both; three week's vacation after two (2) years; four weeks vacation after nine (9) years; five weeks vacation after eighteen (18) years; six weeks vacation after twenty-seven (27) years. All vacations are with pay.

**19:01** Where an employee qualifies for bereavement leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The bereavement so displaced shall be added to the vacation period as per Section 28:00.

**19:02** No employee shall be allowed to forego vacation in any one calendar year for the purpose of adding to the length of a vacation in any succeeding year, or to accept the extra money instead of vacations. Vacation must be taken in units of weeks, Monday to Saturday.

**19:03 (a)** May 15 to September 30 of each year shall be considered a prime time and during this time vacations shall be given on a priority basis within each bargaining unit. No employee shall be allowed more than two consecutive weeks during this period until everyone has had the opportunity to book two consecutive weeks. If there are no conflicts, there shall be no limits on the number of consecutive weeks that can be taken by an employee.

(b) The number of employees to be absent at any one time shall be determined by the Employer and this shall appear on the vacation selection list which shall be provided to the Unit Steward no later than December 1 of the preceding vacation year. Vacation availability shall occur 52 weeks of the year.

(c) The vacation selection list will be distributed in each bargaining unit by the Unit Steward and will be given to the Supervisor by March 31st.

(d) Any vacation schedule changes after March 31 will be submitted to the unit steward and will be subject to the following:

- 1) When a vacant period occurs or is filled, only two (2) changes will be allowed for that particular vacant period
- 2) The Supervisor must be given thirty (30) days notice in writing for that particular vacant period.
- 3) Any vacation change request with less than thirty (30) days notice will only be allowed by agreement of the Supervisor.
- 4) The Supervisor will not arbitrarily close off a vacant period without first discussing it with the Unit Steward.

(e) The Supervisor will not arbitrarily cancel an Employee's scheduled vacation without first discussing it with the Unit Steward.

## **ARTICLE 20 – VACATION PERIOD**

**20:00** Vacation period will be between January and December. The vacation list will start on the first Monday of each year and it is agreed there will be 52 units of Monday to Saturday which will represent the vacation schedule that will apply to that year.

## **ARTICLE 21 – PRIORITY/SENIORITY CLAIMS**

**21:00** Competent employees may claim new shifts, new situations, vacant situations and new starting times in accordance with their priority standing.

**21:01** Employees in each Bargaining Unit may claim day(s) off and have choice of vacation schedule in accordance with their priority standing within the classification of the bargaining unit.

### **Transfers**

**21:02** Within each Bargaining Unit, the Supervisor may make such temporary transfers from one class of work to another as may be necessary to meet business requirements. A member may not be transferred to work with which he/she is not familiar and from it be discharged for incompetency. Such transfers will not occur from one Bargaining Unit to another unless mutually agreed upon by the Union and the Employer.

## **Shift/Starting Time Change**

**21:03** One week's notice shall be given the employees for a change of shift or starting time except in the case of sickness, accident or mechanical failure that would hinder and/or impede production and/or distribution of the Publisher's product. It is understood that this section does not apply to productivity days or days in lieu.

## **Days Off**

**21:04** Member or members of each Unit will select day(s) off by priority. Available day(s) off or newly created day(s) off will be posted by the Employer, for no less than three calendar days. The situation holder applying with the most priority in the Unit will be awarded the posted day(s) off. No member will be allowed to switch their day(s) off.

## **ARTICLE 22 – JOB CLAIMING**

**22:00** (A) When a vacancy occurs or a new situation is created within a bargaining unit, the Employer shall post notice of the situation for a minimum of three (3) publishing days prior to advertising outside, except that the posting shall be reduced to one (1) publishing day when an employee fails to give two (2) week's written notice of his/her resignation.

(B) The successful candidate must meet the basic qualifications set by the employer for the vacancy or new situation.

Applicants who are within the bargaining unit where the vacancy or new situation occurs will be given first consideration in priority order.

Applicants who are within the other bargaining units will be given the next consideration in priority order. A successful applicant will be given reasonable assistance and a period of familiarization upon being transferred to the new job.

Nothing in this section precludes the employer from appointing applicants from sources outside the bargaining

units when bargaining unit employees do not apply or are not accepted.

## **ARTICLE 23 – UNFILLED VACANCIES**

**23:00** When the Employer decides to withdraw or postpone the filling of a vacant situation, the Union shall be notified in writing. Postponement in excess of six (6) months will require re-posting before being filled.

## **ARTICLE 24 – SEVERANCE PAY**

**24:00** In the event of consolidation or permanent suspension of publication, or when an employee is laid off to reduce the force, all such employees shall receive two weeks' pay at the regular rate for each year's continuous service up to fifty-two (52) weeks pay.

**Should an employee and the company come to an agreement on a voluntary resignation, severance pay shall be paid on a salary continuance basis. If employees find alternative employment during the severance period their salary continuance will cease and they will receive a lump sum payment which would constitute 50% of the remaining amount**

## **ARTICLE 25 – JOB SECURITY**

**25:00** The permanent "Job Security Agreement" entered into between the parties on the 1st day of April, 1976, attached hereto as Schedule "A," is incorporated as part of this Agreement. Breach of any provision of the said Job Security Agreement shall be deemed to be a violation of this Agreement and is subject to the grievance and arbitration process herein.

It is understood that the "Job Security Agreement", attached hereto as Schedule "A," will not be in force subsequent to December 31, 2011 for Ian Baxter and Robert Bauer; and will not be in force subsequent to December 31, 2013 for John Cowling, Jr.

It is further understood that should any part of this "Job Security Agreement" be challenged by Messrs. Baxter, Bauer, and Cowling or by anyone now in receipt of the benefits of the Job Security Agreement (Schedule "A") and is thereafter found to be unenforceable, then the entire "Job Security Agreement" would be deemed terminated and of no force and effect for any of those individuals. The parties would then meet to attempt to negotiate a new arrangement.

### **Early Retirement**

**25:01** When the Company determines that a reduction in staff is required, it shall advise the Union and the affected employees of the effective date of such layoff. At the same time the company will post for volunteers. Volunteers will have 5 business days to come forward. If the company does not get the required volunteers to negate layoff, the layoff shall commence. It is understood the Company will approve volunteers at its sole discretion.

Any buy-out or early retirement proposed for a bargaining unit member or members will be negotiated through the St. Catharines Typographical Union or its elected representatives.

### **ARTICLE 26 - BENEFITS**

**26:00** The new FlexMedia benefit plan for all full-time employees of Sun Media will be applicable to all full-time employees covered by this collective agreement and these employees will participate in such plan.

Part-time employees will continue to be covered under the prior benefit program (as outlined in the collective agreement having an expiry date of March 31, 2009) if they so qualify.

If, during the term of this collective agreement, a new benefit plan is introduced for all part-time employees of Sun Media, then that plan will be applicable to all part-time employees covered by this collective agreement and these employees will participate in such plan.



It is understood that the Company reserves the right to request documentation that substantiates claims for casual illness or absenteeism, to its satisfaction.

## **ARTICLE 27 – WORKPLACE SAFETY & INSURANCE BOARD**

**27:00** When an employee is injured on the job and is entitled to Workplace Safety and Insurance Board benefits he/she shall receive full wages less the amount paid by W.S.I.B. within the time limits and other sick time provisions agreed to in this Agreement. It is the intention of this Section to treat recognized W.S.I.B. time loss from the job as sick time and therefore subject to all sick time provisions in this Agreement. It is understood that the above outlined WSIB wage top-up will not exceed ten (10) days.

Payments under this plan will not result in an employee receiving in excess of his/her straight time pay, net of statutory deductions (exclusive of any private plan purchased by the employee).

**27:01** If the Employer brings forward evidence of abuse of the sick benefits provision, the Union agrees to meet with the Company to resolve the issue.

### **Parental Leave**

**27:02** The employer agrees to administer pregnancy and parental leave in accordance with the provisions of the Employment Standards Act.

### **Doctor Appointment**

**27:03** Employees shall be allowed five (5) hours for doctor and dental appointments during the year without loss of pay. Appointments may be taken in one-half hour minimum increments through prior arrangement with the Manager or Supervisor.

## **ARTICLE 28 – BEREAVEMENT & JURY DUTY**

### **Bereavement Leave**

**28:00** When death occurs in the immediate family of an employee, if said employee attends the funeral he/she will incur no loss of pay for five (5) consecutive days from the date of death. The members of the immediate family include mother, father, wife, husband, children.

When death occurs in the family of an employee, if said employee attends the funeral he/she will incur no loss of pay for three (3) consecutive days from the date of death for father-in-law, mother-in-law, brother-in-law, sister-in-law, brother, sister, grandparents, grandchildren. If one or more regular non-work days occur during that three day period, the employee shall be entitled up to three (3) days absence from work with pay for the purpose of attending the funeral.

In the application of the above clause, when death occurs outside a 500 kilometre radius of St. Catharines, five (5) consecutive days will be granted. Any days that are not scheduled working days within the five (5) consecutive day period will not be paid. When the employee is drawing pay under this clause, the situation need not be filled except at the option of the manager or supervisor. The union President or his/her representative shall be allowed four (4) hours with pay to attend the funeral of an employee covered by this agreement.

Employees shall be allowed four (4) hours off with pay when serving as a pallbearer at a funeral not involving a bereavement covered in the paragraphs above. Twenty-four (24) hours notice must be given to the Manager or Supervisor for this time to be granted.

### **Jury Duty**

**28:01** The Employer agrees to pay an employee who is required for jury duty or who is subpoenaed through no fault of his own for each day of service on his regular working days the difference between his regular straight time hourly rate for the number of hours he would otherwise work on such days and the payment he received for jury or subpoenaed service. The employee will

present proof and the amount of pay, if any. When an employee is excused from service for one-half (1/2) day or more he must report for work on such day, but in no event shall he receive less than straight time pay.

No compensation for jury or subpoena duty is payable when an employee is off on vacation, sick leave or any other leave, on his day(s) off, on a statutory holiday or pursuant to an arbitration pursuant to this collective agreement.

Absences because of jury or subpoena duty need not be filled except at the option of the Manager or Department Supervisor.

## **ARTICLE 29 – MANDATORY RETIREMENT**

**29:00** Clause deleted.

## **ARTICLE 30 – PENSION PLAN**

**30:00** The Employer will contribute to the negotiated pension plan (ITU Canada) the following amounts per week:

Clerks	34.69
District Sales Representatives	36.91
Creative Artists	34.69
Layout Operators	34.69
Proof Runners	34.69

Contributions shall be made for any shift for which a full time employee received compensation (e.g. sick leave, vacations, holidays, disability insurance, bereavement leave, jury duty). The plan is jointly administered by Union and Employer trustees.

**30:01** Pension credits will be continued by the Company on the basis of one year continued pension contributions for each year of continuous service by the employee prior to the employee receiving Long Term Disability Insurance or Workers' Compensation benefits. Effective June 1, 2006, the pension credit continuation will be up to a maximum of five (5) years.

- 30:02** Contributions shall be made by cheque, money order or similar recognized medium of exchange and shall be made payable to the CWA/ITU Negotiated Pension Plan (Canada) and shall be forwarded to Funds Administrative Services Inc., 9<sup>th</sup> Floor, 9707 110<sup>th</sup> Street, Edmonton Alberta, T5K 3T4 (or to such other corporate trustees as may be designated by the Trustees of the Plan), no later than the 20<sup>th</sup> of the following calendar month for which contributions are due.
- 30:03** Title to all monies paid into the Plan shall be vested, and shall be held exclusively by the Trustees in trust for use in providing the benefits under the Plan and for paying its expenses.
- 30:04** The Employer agrees that in addition to the Union's right to enforce this section the Trustees shall have the right in their discretion to take any action necessary to collect any contributions or monies due and owing to the Plan and to secure delinquent reports. The Employer further agrees that the Trustees shall have the right to collect reasonable attorney's fees and expenses incurred in connection herewith. The Employer shall supply to the Unit Stewards a copy of either the Union representative's copy of negotiated pension plan remittance forms or a copy of the employer's printout forms on a monthly basis.
- 30:05** Unless otherwise explicitly agreed in writing, benefits provided by contributions to the I.T.U. Negotiated Pension Plan (Canada) pursuant to this Section shall be in addition to all other benefits heretofore provided by the Employer and/or any Plan or Trust to which the Employer has made contributions.

### **Retirees**

- 30:06** All retirees of the St. Catharines Typographical Union, Local 416, who retired prior to April 1, 1989, and journeymen on the Negotiated Job Security Agreement dated April 1, 1976, will receive an additional thirty dollars (\$30) per month beginning April 1, 1989, for a total of seventy dollars (\$70) per month, not including the pension proviso in the Job Security Agreement that is part of this Collective Agreement.
- 30:07** The Employer's sole liability as to pension benefits for its employees covered by this collective agreement is limited to its

negotiated contributions to the ITU Negotiated Pension Plan, Canada. The Publisher specifically assumes no responsibility for the benefits promised the participants by the Trustees of the ITU Negotiated Pension Plan.

## **ARTICLE 31 – GRIEVANCE PROCEDURE**

**31:00** Any differences concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be dealt with in the following manner: Copies of all written submissions by either party as stipulated in grievance procedure must be supplied to the Employer, the Union President and the Unit Steward or their designated representative(s) at the time of submission.

It is understood that disputes can be raised by either the Union or the Employer. All grievances submitted will be specific as to the close approximate date of the alleged violation, the reason and nature of the grievance. If a section or sections of the Agreement are directly involved, these, too, will be included. Whether the dispute is raised by the Union or the Employer it will not be recognized if occurring more than fifteen (15) publishing days from when the dispute was recognized by either party. Notification will be given by party recognizing the dispute within the time allowed.

### **Step 1**

The Employee concerned with, in the presence of his/her Unit Steward, submit a grievance in writing to his/her Manager or Supervisor who shall reply to the grievor in writing within three (3) publishing days after the grievance was submitted. The Assistant Steward will accompany the Steward if the Steward initiates the grievance. The Manager or Supervisor and the Unit Steward will meet within four (4) publishing days of when the grievance was submitted to make a genuine attempt to resolve the dispute.

### **Step 2**

Failing satisfactory settlement at Step 1, it is agreed that the Manager or Supervisor and another person outside the involved department representing the Employer, the Unit Steward and one

member designated by the local Union Executive, will meet within five (5) publishing days to attempt to resolve the dispute.

### **Step 3**

Failing settlement at Step 2, Section 32:00 of the contract will be invoked. The time limits agreed to in this Section will begin the day following the submission of the grievance.

## **ARTICLE 32 – GRIEVANCE COMMITTEE**

**32:00** Immediately after this Agreement becomes effective a Special Standing Committee of four (4) members shall be elected annually, two (2) members of said committee to be named by the Employer, and two (2) members by the Union. Immediately after the members of the Special Standing Committee have been named, the Employer shall send the names and addresses of its representatives on the Special Standing Committee to the Union, and the Union shall send the names and addresses of its representatives of the Special Standing Committee to the Employer. In case of a vacancy on said Special Standing Committee from any cause, said vacancy shall be filled immediately by selection of a new member by the party in whose representation on the Special Standing Committee the vacancy occurs. Each party shall notify the other party immediately of any change in its representation on the Special Standing Committee. If at any time either party desires that one of its representatives on the Special Standing Committee shall appear in the capacity of advocate before the committee provided for in this section, said representative shall resign from the committee and a new representative shall be selected in the manner hereinbefore provided. Members of the Special Standing Committee may be represented by proxies.

**32:01** To the Special Standing Committee shall be referred all questions which may arise as to this Agreement, the construction to be placed upon any clause of this Agreement, or alleged violations thereof, which cannot be settled otherwise, and all disputes regarding discharges. The Special Standing Committee must meet within five (5) publishing days from the date on which either party hereto, through its authorized representative, notifies the other party in writing that a meeting is desired, setting forth

briefly the specific question to be presented, and shall proceed forthwith to attempt to settle any question raised by either party in the written notification. It is definitely understood and agreed that the Special Standing Committee must meet within the five (5) publishing days prescribed herein upon notification in the manner herein provided. It is understood and agreed that the Special Standing Committee is established by the terms of this Agreement for the settlement of the disputes hereinbefore enumerated, and that the Special Standing Committee is the proper body to take up such disputes and to settle them in the manner herein provided.

**32:02** The Special Standing Committee shall have complete jurisdiction over all the aforesaid disputes as provided herein. The Special Standing Committee shall have no jurisdiction over the settlement of any new agreement relating to wages, hours and working conditions.

**32:03** The Special Standing Committee shall have complete power to reinstate a discharged employee or to confirm the discharge and either the order of reinstatement or the order confirming a discharge shall be final and binding on the parties hereto. If a discharged employee is reinstated by the Special Standing Committee, restitution for lost wages shall be directed by the Special Standing Committee.

**32:04** In discharge cases notice of intention to appeal to the Special Standing Committee must be given directly to the Special Standing Committee by the discharged employee through the Executive Committee of the Union within ten (10) publishing days after Section 16:00 has been completed, or the right to appeal shall be lost.

**32:05** It shall require the affirmative votes of at least three (3) of the four (4) members of the Special Standing Committee to decide the issues, and the decision of the Special Standing Committee in all cases shall be final and such decision shall be binding on the parties hereto.

**32:06** If the Special Standing Committee cannot reach an agreement on any dispute within ten (10) publishing days (this time may be extended by unanimous agreement) from the date on which a dispute is first considered by it, at the request of either party

hereto the members of the Special Standing Committee shall form a two-person committee and shall select a third member who shall be a disinterested party and who shall act as chairperson of the committee. Said third member may be selected in any manner agreed upon by the two-person committee. Should this two-person committee be unable to agree upon a third person within five (5) publishing days, the third person shall be selected in accordance with the Provincial Labor Act.

**32:07** It shall require the affirmative votes of at least two (2) members of the three (3) members of the three-person committee to decide the issues and any decision thus rendered shall be final and binding on the parties hereto.

**32:08** All expenses of the third person shall be shared equally by the Employer and the Union.

**32:09** In connection with any difference or disputes which may arise between the parties to this Agreement during the life of the contract, both parties agree that they will abide by all provisions of this section, and will not request or accept release from their commitment to arbitrate any dispute which may properly be settled by the Special Standing Committee, provided, that local union laws not affecting wages, hours or working conditions and the Laws of the International Typographical Union shall not be subject to arbitration.

## **ARTICLE 33 – LOSS OF SENIORITY**

**33:00** An employee's continuity of service shall be broken, seniority lost, and employment terminated when he or she:

- i) voluntarily terminates his or her employment;
- ii) is laid off by the Employer for a period exceeding twelve (12) consecutive months;
- iii) fails to report for work within ten (10) publishing days after being notified by the Employer (by registered mail to their last known address) of recall following layoff;
- iv) is terminated for just and sufficient cause, and is not subsequently reinstated through the grievance / arbitration procedure;



- v) fails to report for work after the end of an authorized leave of absence without providing a satisfactory reason;
- vi) is absent from work for three (3) consecutive working days without providing a reason satisfactory to the Employer;
- vii) retires.

#### **ARTICLE 34 – POST 65 BENEFITS**

**34:00** Notwithstanding Section 14.01, or any other sections of this agreement, the parties agree that in the event that an employee continues to work past the age of sixty-five (65), the following will apply for the duration of this collective agreement.

He/she shall continue to be covered under the FlexMedia plan referred to in Section 26, except he/she shall not be eligible for Long Term Disability coverage.

## **LETTER OF AGREEMENT #1 – LAYOUT 8000**

It is agreed by both parties to this collective agreement in regards to the Layout 8000 function that this function will be supervised by the Retail Advertising Department Management or its designate and that the Employer will have the choice of a current member(s) or new hire selected to train on this equipment. Any further training from there on will be done through the New Process and Retraining Committee. (Section 3:00).

## **LETTER OF AGREEMENT #2 – PART TIME STAFF**

Part Time staff will not be employed unless mutually agreed otherwise between The Employer and the Union. It is also agreed that in the Circulation department shortage runners and two (2) verifiers who have not done, and will not do, bargaining unit work may continue to be employed in their present functions.

## **LETTER OF AGREEMENT #3 – MEDICAL CERTIFICATION**

The union acknowledges that it is the practice of the company to require employees to produce medical certification, in certain circumstances, to substantiate sick pay or statutory holiday pay claims. When the employer requires such a certificate to substantiate a statutory holiday claim, the company will pay the cost of that certificate.

## **LETTER OF AGREEMENT #4 – PRODUCTIVITY DAY**

Full-time employees hired on and after April 1, 2006, shall be eligible for one (1) productivity day with pay during each calendar year, to be taken at a time mutually agreed upon between the employee concerned and his/her supervisor. If and when a federal or provincial government declares another paid holiday, the additional day will be that day.

Full-time employees hired prior to April 1, 2006, shall be eligible for two (2) productivity days with pay during each calendar year, to be taken at times mutually agreed upon between the employee concerned and his/her supervisor. If and when a federal or provincial government

declares another paid holiday, the additional day will be one of these days.

Productivity days are not applicable to new employees in their first year of employment.

#### **LETTER OF AGREEMENT #5 – TRANSFER OF WORK**

The parties agree that no provision in the collective agreement prevents or restricts the employer's ability to transfer or reassign bargaining unit work to Osprey/Sun Media or any of its other publications or divisions. For greater clarity, the parties agree that article 15.05 is not violated when layoffs are caused by the transfer or reassignment of work, previously performed by bargaining unit members, to employees at other Osprey/Sun Media publications or divisions.

#### **LETTER OF AGREEMENT #6 – CIRCULATION CO-ORDINATOR SENIORITY**

It is understood that the position of Circulation Co-ordinator will be included in the “Clerks” classification in Bargaining Unit C for the purposes of application of seniority in the event of a layoff in that bargaining unit and for the purposes of scheduling Saturday hours of work.

#### **LETTER OF AGREEMENT #7 – W. BOURNER**

Notwithstanding the deletion of certain language pertaining to the composing department during the 2009 negotiations, the parties agree that Wayne Bourner will continue to be represented by the St. Catharines Typographical Union, Local 416 while employed at The St. Catharines Standard, and will continue to be covered by the applicable provisions of the collective agreement. For purposes of clarity and given the unique circumstances of his position, Mr. Bourner is to receive increases in both straight-time hours of work, rate of pay, and rate of ITU Negotiated Pension Plan contributions. It is further understood that any changes to his aforementioned terms of employment (hours of work, rate of pay, and pension contributions) will be subject to discussions between the parties.

The parties agree that Wayne Bournier shall receive the increases in wage scale and pension contribution as set out in this agreement.

### **LETTER OF AGREEMENT #8 – FLEX CREDITS**

If during the term of this collective agreement the premiums increase, the company will review the amount of flex credits being provided. Furthermore, during the term of this collective agreement the flex credits will not be reduced.

In addition, if requested by the union, the company agrees to meet annually to discuss issues concerning the FlexMedia plan.”

For purposes of clarity, legitimate casual illness or absenteeism outside the FlexMedia plan will be paid at regular straight time pay for the time absent from work. Should a situation arise where the Company is not satisfied as to the legitimacy of the absenteeism, the employee shall not be paid.

For further clarity, days of legitimate casual illness or absenteeism that are paid as outlined above, shall not be deducted from the ten (10) day waiting period involved with Short-Term Disability claims.

### **LETTER OF AGREEMENT #9 – BENEFITS CURING SEPARATION PERIOD**

If currently enrolled in Flex Media benefits and provided the employee pays their share of the premiums, they will receive continued coverage for Health and Dental for the duration of their separation package or to the date they become eligible to receive benefits from a new employer, whichever comes first.

IN WITNESS HEREOF, we have hereunder set our hands this \_\_\_\_ day of March, 2016.

**For the Employer**

**For the Union**

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**SCHEDULE A  
(Section 25)**

**This Agreement entered into this 1st Day of April, 1976**  
Witnesseth:

**JOB SECURITY AND RETIREMENT AGREEMENT**

THIS AGREEMENT made and entered into as of the 1st day of April, 1976 by and BETWEEN The St. Catharines Standard Limited through its authorized representatives (hereinafter referred to as the Employer)

AND

The St. Catharines Ontario Typographical Union, Number 416 by its officers or a committee duly authorized to act in its behalf (hereinafter referred to as the Union).

WHEREAS the parties hereto have established a job security and retirement scheme effective the 1st day of April, 1976, subject to amendments by mutual agreement from time to time:

AND WHEREAS the parties desire to enter into this Agreement separate and apart from their Collective Agreement;

NOW THEREFORE it is mutually agreed as follows:

**ARTICLE 1  
DEFINITIONS**

1:01 For the purpose of this Agreement, the word "Employee" shall include employee, former employee, retired employee on the job security list.

2:01 (a) Subject to Subsection (b) the Employer agrees to guarantee full employment to all employees on the priority list dated May 1st, 1969 to age 65, including G. Rozitis, which list is attached hereto as Exhibit 1 and forms part of this Agreement.

(b) Notwithstanding the guaranteed employment set out above, any such employee may voluntarily terminate his employment and the Employer may discharge such employee for cause.

- (c) The Employer shall not be bound to guarantee employment to an employee entitled to disability benefits under the collective Agreement.
- (d) The guaranteed Employment Agreement herein shall be suspended during the temporary suspension of operation or publication of The St. Catharines Standard where such suspension of operation is caused by strike, lockout, act of God, shortage of material or services, business or economic conditions.

### **ARTICLE 3**

#### **RETIREMENT FOR ALL EMPLOYEES ON THE PRIORITY LIST DATED MAY 1, 1969.**

##### **3.01 Normal Retirement:**

- (a) Every employee 65 years of age and over on execution of this Agreement shall retire on or before September 30, 1976. Thereafter every employee will be retired automatically on the first day of the month next following his 65th birthday or on his 65th birthday if it shall fall on the first day of the month.
- (b) An employee who shall retire on or after his 65th birthday shall be eligible for a normal retirement benefit as provided in this Agreement.

#### **RETIREMENT FOR ALL EMPLOYEES ON THE PRIORITY LIST DATED MAY 1, 1969.**

##### **3:02 Early Retirement:**

- (a) On or after the execution of this Agreement, an employee who shall have reached his 60th birthday before March 31, 1979 may retire at his option and upon making due application therefore, shall be eligible for a regular early retirement benefit as provided in this Agreement.
- (b) On attaining the age of 65 years, all employees who elected to receive an early retirement benefit shall thereafter be entitled to receive only the normal retirement benefit as set out herein.

##### **3:03 Extensions Allowed until March 31, 1979:**

- (a) An employee 65 years of age or over before March 31, 1979 may seek an extension of his normal retirement date on the grounds

- of personal hardship or necessity and the Employer will not withhold his consent to such extension.
- (b) If an employee is granted an extension of his or her retirement date by the Employer, the extension shall be reviewed after one year and may be further extended for a second year by the Employer for the same reasons and in the same manner as the first such exemption.
  - (c) In no case shall any Employee's retirement date be extended beyond the Employee's 67th birthday.

#### **ARTICLE 4 RETIREMENT BENEFITS**

4:01 All retirement benefits listed herein shall be in addition to and supplementary to any other benefits payable to the employee under the terms of the current collective agreement between the Employer and Union and, without limiting the generality of the foregoing:

- (a) Each employee who retires under the provisions of this Agreement shall be entitled to all benefits under the current International Typographical Union negotiated Pension Plan for which such employee is eligible.
- (b) The Employer shall maintain all life insurance, health, medical, drug and dental plans as agreed between the Employer and Union for each employee to age 65 and to continue the Life Insurance coverage as provided until death of the recipient.
- (c) If any employee, not eligible for retirement benefit, chooses to voluntarily terminate his employment, severance pay as provided in the contract will be paid.

- 4:02 (a) The Employer shall pay to each employee 65 years of age and over a normal retirement allowance of \$325.00 per month (\$75.00 per week) for life.
- (b) The Employer shall pay to each employee 60 years of age and over who elects to receive an early retirement an allowance of \$530.00 per month to age 65.



**RETIREMENT BENEFITS**  
**ARTICLE 5**

5:01 It is acknowledged and agreed that the Employer reserves the right to establish and offer to its employees termination and retirement incentives as it may deem expedient from time to time.

**ARTICLE 6**

6:01 The Employer agrees that should The St. Catharines Standard Limited be sold, any agreement of purchase and sale will include a provision that this job security and retirement agreement, as amended by mutual agreement from time to time, shall be undertaken and continued in effect as an obligation by the purchaser.

This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF this Agreement is executed on behalf of each party by its duly authorized representatives.

\*\* J.K. Cowling, June 18, 1945  
\*\* L.E. Lane, Jan. 5, 1948  
\*\* R.L. Draper, May 18, 1950  
\*\* S.A. Sandham, Sep. 5, 1950  
\*\* R.K. Yeo, Nov. 6, 1950  
\*\* N. Howard, Mar. 22, 1951  
\*\* W. Carver, June 19, 1952  
\*\* F. Banks, July 16, 1953  
\* J. Howard, July 31, 1953  
\*\* W.R. Baker, Jan. 4, 1954  
\*\* B. Williamson, Aug. 1, 1954  
\* L.G. Finn, Oct. 14, 1954  
\*\* W. Stock, Oct. 28, 1954  
\*\* C. Farmer, Apr. 21, 1955  
\*\* R.L. MacGregor, Feb. 17, 1956  
\*\* E. Burch, June 4, 1956  
\*\* E. Pelette, Oct. 18, 1956  
\*\* J.E. Presse, Jan. 12, 1957  
\*\* L. Bechard, Jan. 28, 1957  
\*\* W.H. Syrja, Aug. 19, 1957

\* G.E. Claridge, July 31, 1958  
 \* G. McMaster, Sept. 29, 1958  
 \*\* S. Humphries, Oct. 14, 1958  
 \*\* G. Snelgrove, May 1, 1959  
 \*\* A. Wilson, Aug. 1, 1959  
 \*\* B. MacDonald, Oct. 26, 1959  
 \* M. Cripps, Feb. 25, 1960  
 \*\* R. MacSporran, July 4, 1960  
 \*\* A. Beyore, Aug. 17, 1960  
 \*\* G. Casburn, May 15, 1961  
 \*\* W. Stanley, Sept. 12, 1962  
 \*\* W. Bastings, Nov. 22, 1962  
 \*\* J. Gare, Mar. 13, 1964  
 \*\* P. Viren, June 4, 1964  
 \*\* T. O'Brien, June 8, 1964  
 \*\* R. Eldridge, Sept. 16, 1964  
 \* R. Taylor, Sept. 16, 1964  
 \* K. Lounsbury, Oct. 19, 1964  
 \*\* Z. Stus, Mar. 4, 1965  
 \* J. Cowan, June 21, 1965  
 \*\* O. Kent, Nov. 18, 1965  
 \*\* T. Honeyman, Nov. 19, 1965  
 \*\* M. Glennie, Nov. 25, 1965  
 \* F. Leblanc, Apr. 25, 1966  
 \* T. Eldridge, June 2, 1966  
 \*\* F. Humphreys, July 4, 1966  
 \* M. Wilson, July 5, 1966  
 \*\* R. Woolston, Feb. 27, 1967  
 \*\* C. Kletke, Mar. 8, 1967  
 \* M. Johnston, May 29, 1967  
 \*\* N. Toal, July 1, 1967  
 \* G. Vanderlaan, Nov. 21, 1967  
 \*\* J. Gillespie, Nov. 29, 1967  
 \* K. Galway, Feb. 7, 1968  
 \*\* C. Buntin, May 27, 1968  
 \* R. Johnston, June 4, 1968  
 \* R. Bauer, June 8, 1968  
 \*\* S. Chantry, July 3, 1968  
 \*\* R. Ellerbeck, Aug. 13, 1968  
 \*\* W. Munro, Nov. 14, 1968  
 R. Starfield, Jan. 2, 1969  
 \*\* I. Baxter, Mar. 21, 1969  
 B. Fisher, Mar. 24, 1969

\* J. Cowling Jr., Mar. 25, 1969  
\*\* G. Rozitis, Apr. 1, 1971

\* denotes Pensioner  
\*\* denotes Deceased

**THE ST. CATHARINES STANDARD**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**ST. CATHARINES TYPOGRAPHICAL UNION, ITU LOCAL NO. 416**

Per: \_\_\_\_\_

Per: \_\_\_\_\_