

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

COLLECTIVE AGREEMENT

WITH

THE FAIRWAY GROUP, A DIVISION OF CityMedia Group Inc.,

EDITORIAL

JANUARY 1, 2004 – DECEMBER 31, 2008

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PREAMBLE

This collective agreement is made and entered into this 30th day of April, 2004 by and between The Fairway Group, a Division of CityMedia Group Inc., party of the first part hereinafter referred to as the Employer, and C.E.P. Local 87-M Southern Ontario Newsmedia Guild, by its representatives, party of the second part hereinafter referred to as the Union.

The purpose of this agreement is to establish mutually satisfactory relations between the Employer and its employees, to provide machinery for the prompt and amicable settling of any differences or grievances which may arise and to establish and maintain working conditions, hours of work, wages and benefits for all employees who are subject to the provisions of this agreement.

ARTICLE 1 - RECOGNITION AND MANAGEMENT RIGHTS

- 1.01 The Employer recognizes the Union as the exclusive bargaining agent for a bargaining unit consisting of all of the employees of the Employer in its editorial department in the Regional Municipality of Waterloo and the County of Wellington save and except news Editor Guelph Tribune, Waterloo Chronicle, Cambridge Times, Publisher/Editor New Hamburg Independent, Editor or Managing Editor Kitchener publication, Publishers Cambridge Times, Guelph Tribune, Waterloo Chronicle, Exchange Magazine, Visitor, Kitchener publication, and Group Publisher Fairway Group, persons exercising managerial functions or employed in a confidential capacity relating to labour relations within the meaning of section 1(3)(b) of the Labour Relations Act, persons regularly employed for not more than twenty-four (24) hours per week and interns while enrolled in a journalism course at a post secondary institution.
- 1.02 The Employer may continue with the present practice of using free-lancers, but the use shall not be increased so as to result in the loss of employment of a regular employee.
- 1.03 The right to hire, assign duties, retire, promote, classify, layoff, recall, demote, transfer, discharge, or discipline for just cause employees who have completed their probationary period, to maintain order, discipline and efficiency, and to establish and enforce rules and regulations governing the conduct of the employees, is the exclusive function and responsibility of the Employer, subject to the terms and conditions of this Agreement. All matters concerning the operations of the Employer not specifically dealt with herein shall be reserved to the Employer and be its exclusive responsibility.

ARTICLE 2 - RELATIONSHIP AND UNION REPRESENTATION

- 2.01 The Employer shall advise new employees that a collective agreement is in effect and of the provisions of the agreement with respect to the deduction of Union dues. A Union representative shall be allowed one (1) hour during the new employee's first week of work to discuss the Union and the collective agreement and to sign the new employee into Union membership should he or she wish.
- 2.02 The Employer shall deduct from the earnings of each employee any Union dues or assessments, as specified by the Union. Deductions shall be made from each pay and remitted to the Union by the fifteenth day of the following month. When remitting dues, the Employer shall include the names of the employees from whose pay deductions have been made and the amount of the deduction. The Union will give the Employer one month's notice of any changes in the amount of Union dues to be deducted.
- 2.03 The Employer shall supply the Union once within 30 days of the signing of this agreement and within one month of hiring new employees with the following information in writing for each employee:
 - a) Name, address, telephone number, sex, date of birth and social insurance number.

- b) Date of hiring
- c) Classification
- d) Experience rating and experience anniversary date
- e) Salary

2.04 The Employer shall notify the Union monthly in writing of:

- a) Changes in any employee's rate of pay and effective date
- b) Changes in classification, and effective date
- c) Resignations, retirements, deaths, leaves of absence, and other revisions in the data listed in Section 2.03

2.05 Employees who are on the Union's bargaining committee shall not have their pay interrupted for any work day on which the Employer and Union agree to meet for the purpose of bargaining a renewal to this agreement. The Union shall reimburse the Employer for any wages which such an employee is entitled to for such day(s).

2.06 The Employer agrees to provide bulletin board space in appropriate locations at each work location for the exclusive use of the Union.

2.07 Use in this agreement of the feminine or masculine gender shall be construed as including both male and female employees, and not as specific gender designations.

ARTICLE 3 - GRIEVANCE AND ARBITRATION PROCEDURE

3.01 An employee, accompanied by his/her shop steward or Union representative if desired, shall within five (5) days of the circumstances giving rise to a complaint, raise the matter orally to the employee's immediate supervisor. If the employee and the Union are not satisfied with the outcome of such discussions, the employee may have resort to the grievance procedure described in this section.

It is the mutual intent and desire of the parties that employees raise complaints directly with their immediate supervisor as soon as possible in accordance with the above. However, the failure to do so will not prevent the initiation of a grievance.

(i) Definition

"Grievance" means any differences between the parties bound by the Agreement concerning its interpretation, application, administration, or any alleged violation thereof.

For the purpose of this section, "Union representative" shall include any elected officer of the Union, or representative or shop steward recognized by the Union.

(ii) Grievance Procedure

Either party may initiate a grievance. If a grievance is not settled at any one stage of the grievance procedure, then the grieving party shall have the alternative either to abandon it or proceed to the next successive stage within the time limits set out in each stage. By mutual agreement between the Employer and the Union, and in the case of an Employer or Union grievance, the processing of any grievance may begin at the second stage. The successive stages of the grievance procedure are:

a) First Stage

The employee, accompanied by his/her shop steward or Union representative, shall within fifteen (15) days of the circumstances giving rise to the grievance, grieve the matter in writing to the employee's immediate supervisor. The grievance shall be answered in writing within ten (10) days of receipt of the grievance.

b) Second Stage

If the grievance is not resolved, then within ten (10) days of receipt of any answer at the first stage, the Union shall take up the grievance in writing with the Publisher (or his representative). The answer to the second stage grievance must be given in writing within ten (10) days of the receipt of the grievance at the second stage.

c) Final Stage - Arbitration

If the two parties are unable to agree at second stage, then within twenty (20) days of receipt of an answer at the second stage, the Union shall notify the Employer in writing of its intention to take the grievance to arbitration.

In general, it is intended that grievances which are not resolved at the second stage 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.

Single Arbitrator

In the event that a grievance is to be arbitrated by a single arbitrator, the parties to the Agreement shall attempt to agree on naming the Arbitrator as soon as the grieving party has submitted notice, in writing, of its decision to proceed to arbitration. If the parties cannot agree, the Arbitrator shall be appointed by the Ontario Ministry of Labour. The Arbitrator shall proceed as soon as practical to examine the grievance and render his/her judgement, and his/her decision shall be final and binding upon the parties and upon any employees affected by it.

Arbitration Board

If a grievance is to be arbitrated by an Arbitration Board of three members, the grieving party shall notify the other party in writing of its desire to submit the grievance to arbitration and the notice shall contain the name of the grieving party's appointee to the Arbitration Board. The recipient of the notice shall within five (5) days advise the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within Five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the two appointees fail to agree upon the Chairman within the time limit, the appointment shall be made by the Ontario Ministry of Labour upon the request of either party. The Arbitration Board shall proceed as soon as practical to examine the grievance and render its judgment, and its decision shall be final and binding on the parties and upon any employee affected by it.

The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall govern. Each party shall pay the fees and expenses of its appointee to a Board and one-half the fees and expenses of the chairman, or single arbitrator. Expenses will include any disbursements incurred by the arbitrators during their proceedings.

d) Time Limits

It is intended that grievances shall be processed as quickly as possible. Time limits are mandatory and not directory. 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 of each stage, then the grievance shall automatically proceed to the next higher stage. Notwithstanding the above, the appeal and answer time limits as specified may be extended by mutual agreement. ("Days" does not include Saturdays, Sundays and Statutory holidays.)

e) Where practical, efforts to adjust grievances in the first and second stages shall be made during scheduled working hours.

f) A grievance alleging discharge without just cause may be initiated at the Second Stage.

ARTICLE 4 - DISCIPLINE AND DISCHARGE

4.01 No employee, other than an employee who at the time of discharge has not completed the probationary period, shall be discharged or disciplined except for just cause.

4.02 Employees shall have the right to have a steward present at any disciplinary meeting which may result in a suspension or discharge. The Employer shall advise the employee of this right prior to the meeting.

Where practical, without unreasonably delaying the meeting, employees may have a steward present at any disciplinary meeting which would result in a lesser form of discipline. The employer will advise the employee of the provision contained in this sub-paragraph prior to the meeting.

4.03 The Employer shall, except in the case of oral warnings, inform an employee in writing of the reasons for any disciplinary action, as soon as possible, with a copy sent to the Union.

4.04 An employee shall be entitled to a copy of any criticism, commendation, appraisal or rating of such employee's performance in his/her job that is placed in his/her file, and on an annual basis to read his/her personal file.

The employee shall be allowed to place in such a file a response to anything contained therein which such employee deems to be adverse.

When a grievance has been filed concerning an employee, the employee or the Union (with the written consent of the individual concerned) may, upon request, read and be provided copies of material in the employee's personnel file.

4.05 Disciplinary warnings and/or reprimands and/or criticism of an employee's performance in his or her job which predate a disciplinary action by more than 2 years shall not be adduced as evidence against an employee in any subsequent arbitration proceedings. Upon request by the employee, any such documents shall be removed from the employee's personnel file after two years from the date of issue.

ARTICLE 5 - PROMOTIONS, TRANSFERS, AND TRAINING

5.01 Employees shall be given first opportunity to apply for vacancies within any Union bargaining unit. The Employer shall post on the bulletin board at each work location for a period of at least seven (7) calendar days notice of all openings for employment within any Union bargaining unit. A copy of such notice shall be forwarded to the Union.

5.02 Employees may submit standing applications in writing at any time. Employees may apply for any position, including a lateral transfer within their classification.

- 5.03 When filling positions, the Employer shall consider qualifications, abilities, and seniority. When, in the opinion of the Employer, qualifications and abilities are relatively equal, seniority shall be the deciding factor.
- Unsuccessful employee applicants shall be advised of the reasons that they were not granted the position, upon request.
- 5.04 An employee who is promoted shall be given a trial period of up to two (2) months. The trial period may be extended, curtailed, or waived by mutual agreement between the Employer and the employee. The Union will be notified of any such agreements.
- During a trial period an employee may elect to return to his or her previous position without penalty or prejudice.
- At the end of the trial period, the employee shall be either confirmed in the new position or returned to the old one without prejudice or penalty. If returned to his or her previous job, the employee will receive the salary for the previous job.
- 5.05 Relocation of an employee's residence shall not be a condition of promotion or transfer.
- If an employee is offered a promotion or transfer to a location in a different municipality and the Employer requests that the employee relocate his residence closer to the new work location and the employee chooses to so relocate, the Employer shall pay such relocation costs as were agreed upon with the employee prior to acceptance of such promotion or transfer.
- 5.06 The Employer shall make every effort not to transfer an employee to another work location against his or her wishes.
- 5.07 Whenever possible, members of the bargaining unit shall be afforded the opportunity to retrain in order of seniority. The Employer shall consider employee requests for the opportunity to be trained during work hours or for financial assistance with the expenses of training. Under no circumstances shall the introduction of new processes or equipment be delayed by such training.

ARTICLE 6 - SECURITY

- 6.01 The Employer and the Union agree that no employee will be discriminated against contrary to the Ontario Human Rights Code. The representatives of the Union and the Employer will continue to resolve workplace issues in a professional manner and with mutual respect. The Employer and the Union recognize the right of all employees to work in an environment free from sexual harassment.
- Locations of residence shall not be a condition of employment.
- 6.02 Employment shall be full-time whenever practicable.
- A part-time employee shall not work more than twenty-four (24) hours per week regularly.
- 6.03 a) Whenever the Employer decides it is necessary to reduce staff, there shall be thirty (30) days of notice in writing to the Union and affected employees of any layoffs. The Employer will notify the Union of the names of the employees affected.
- b) Employees will be laid off in reverse order of seniority by classification at each publication, provided that those employees remaining are qualified to perform the work required. Part-time employees in the same classification, will be laid off before full-time employees.

c) The Employer will accept voluntary resignations from other employees in the classification(s) involved in lieu of those named to be laid off provided this is acceptable to the employee named to be laid off. The number of layoffs will be reduced by the number of voluntary resignations from the classification.

Employees who voluntarily resign in accordance with the above shall receive severance pay as set forth in Article 7.01. Such an employee shall not be placed on a recall list.

d) The employees affected may choose, in order of seniority, within thirty (30) days of notice, to bump the most junior employee(s) in the classification in the bargaining unit provided they are competent to perform the work.

Employees who choose not to bump may elect to take severance pay.

e) Laid off employees, or those who bumped into lower classifications, shall be placed on a recall list for fifteen (15) months in order of seniority and the Employer shall fill vacancies within each classification according to that list. In the case of a vacancy in a classification from which employees on the recall list were laid off, the Employer shall attempt to fill the vacancy according to the recall list before following the procedures under Articles 5.01 through 5.03 of this Agreement.

Should a laid-off employee refuse to accept a permanent position in the same classification with the same number of hours as worked immediately prior to the layoff, the employee shall be dropped from the recall list.

If an employee is recalled after the payment of severance pay, and before the expiry of the number of weeks so paid for, the balance of the severance pay shall be refunded to the Employer.

f) During a layoff, seniority will be frozen. If the employee is recalled to regular employment within fifteen (15) months, seniority will be restored at the frozen level.

g) An employee on layoff shall have the option of having his/her benefits, except the LTD plan, group life insurance and pension plan(s) continued during the period of layoff of up to twelve (12) months providing the employee pays the full cost of premiums.

6.04 In the event that new technology requires fewer staff, the Union and the employees affected will be given at least sixty (60) days notice.

In such situations, the Employer will attempt to retain as many employees as possible. Whenever possible, training necessary to permit employees to retain employment shall be provided to employees in order of seniority on the time and at the expense of the Employer. Under no circumstances shall the introduction of new processes or equipment be delayed by such training.

Should layoffs be necessary, Articles 6.03(b) through (g) shall apply. There shall be no reductions in salary, except in the case of a reclassification. No employee shall be required to accept a transfer to another classification against his or her wishes.

ARTICLE 6A - SENIORITY AND PROBATION PERIOD

6A.01 Seniority shall be determined by an employee's length of continuous service as an employee of the Employer.

- 6A.02 An employee shall cease to have seniority rights, and employee status with the Employer shall be terminated for all purposes, if the employee:
- a) voluntarily terminates his/her employment;
 - b) is laid off by the Employer for a period exceeding fifteen (15) consecutive months;
 - c) being an employee on the recall list, fails to report for work within ten (10) days after being notified by the Employer of a job offer, the refusal of which would result in the employee being dropped from the recall list in accordance with Article 6.03 (e)
 - d) is absent from work for two (2) consecutive days without providing a satisfactory reason to the Employer who shall not act in an arbitrary or discriminatory manner in respect to this subsection.
 - e) fails to report for work after an authorized leave of absence without providing an explanation satisfactory to the Employer
 - f) is discharged for just cause
 - g) retires
- 6A.03 A seniority list shall be provided to the Union each year upon request.
- 6A.04 New employees shall be considered probationary employees for the first three (3) months of their employment. This period may be extended by mutual agreement between the Employer and the Union. The employer may dismiss a probationary employee for any reason whether the probationary period is extended or not, provided such dismissal is not otherwise arbitrary, discriminatory or in bad faith.

ARTICLE 7 - SEVERANCE PAY

- 7.01 An employee who has completed his or her probationary period who is laid off under the provisions of Article 6.03 shall receive severance pay in the amount of two (2) week's pay for each completed years of service or major fraction thereof, to a maximum of thirty (30) weeks' pay.
- In calculating the length of continuous service for the purpose of severance pay entitlement, any period for which the employee has previously received severance pay (excluding any period for which severance pay was refunded to the Employer) and any period during which the employee was on layoff shall be excluded.

ARTICLE 8 - HOURS OF WORK AND OVERTIME:

- 8.01 The following paragraph is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day, or per week or of days of work per week.

The regular work week shall consist of forty (40) hours (exclusive of the meal periods) and every reasonable effort will be made to schedule such hours within five (5) days. The work week commences at 12:01 a.m. Saturday. Effective September 1, 2004, the regular work week for full-time employees shall consist of thirty-seven and one-half (37.5) hours (exclusive of meal periods).

8.02 The working shift shall be a minimum of four (4) hours.

Employees shall be entitled to an unpaid lunch period of at least thirty (30) minutes.

An employee shall not be required to begin one scheduled shift sooner than nine (9) hours following the end of another scheduled shift.

Every effort will be made to avoid scheduling split shifts.

8.03 Authorized overtime will be paid to an employee after forty (40) hours per week at the rate of one and one-half times the employee's regular rate. In calculating an employee's hours for this purpose, all hours which the employee is entitled to be paid for when the employee is not required to work shall be counted. Effective January 1, 2006, authorized overtime will be paid to an employee after thirty-seven and one-half (37.5) hours per week at the rate of one and one-half times the employee's regular rate.

Upon mutual agreement employees may elect to take time equivalent to and in lieu of such overtime pay, at a time mutually agreed to by the employee and the Employer.

8.04 The hours of work shall be posted at each location not later than Friday prior to the next week.

Such schedules may be changed by mutual agreement between the employee and the Employer. However, changes may be made by the Employer to cover unforeseen situations.

8.05 Shift pattern will vary by individual, and the preferences of employees will be taken into account by seniority and Employer needs within classifications.

8.06 The Employer shall keep a record of all over time work and shall provide such record to the Union upon request.

ARTICLE 9 - HOLIDAYS

9.01 Full-time employees are entitled to the following paid holidays:

New's Years Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day.

In addition, full-time employees will be entitled to one additional paid holiday which must be taken each year at a time agreed to by the employee and the Employer. If and when the federal government declares Heritage Day, or that proposed holiday under another name, the additional day will be that day.

Holiday shifts shall be those in which a majority of the shift is worked within the 24-hour period of the holiday.

9.02 An employee whose day off falls on a holiday, shall receive an additional day off with a day's pay at a time mutually agreed to by the employee and the Employer.

9.03 Employees who are required to work on a holiday shift will receive one average day's pay for the holiday in addition to the overtime rate for all hours worked, or, with the agreement of the employee, another working day will be substituted for the public holiday, and the day so substituted shall be deemed to be the public holiday.

ARTICLE 10 - VACATIONS

- 10.01 Full-time employees, during their first calendar year of employment, receive vacation pay at a rate of four percent (4%) of gross earnings in lieu of time off with pay. This vacation pay is included in the final pay cheque of the calendar year.

Full-time employees with fewer than three (3) years continuous service by July 1 are entitled to two (2) weeks off with pay during that calendar year. Employees with three (3) years' continuous service by July 1 receive a three (3) week paid vacation during that calendar year; employees with nine (9) years' continuous service receive four (4) weeks; nineteen (19) years' continuous service, five (5) weeks; and, effective January 1, 2005 twenty-five (25) years' continuous service, six (6) weeks.

- 10.02 Vacations in each work group shall be arranged on a seniority basis. Work groups shall consist of the employees at each work location. The number of employees in each classification in each work group to be absent at any one time shall be determined by the Employer and this shall appear in the vacation selection schedule.

No employee shall be allowed more than two (2) consecutive weeks of vacation during the prime time between June 15 and September 15 of any year unless all employees in the work group have had the opportunity to arrange two (2) consecutive weeks of vacation in that period. If there are no conflicts, there shall be no limits on the number of consecutive weeks that can be taken by an employee during the prime time.

Employees who fail to select prime time vacation dates before May 1 may lose the privilege of selection to which their seniority entitles them.

- 10.03 Should a holiday fall within an employee's vacation period, the employee shall receive an additional day of vacation with pay for each such holiday, to be taken at a time mutually agreed to by the employee and the Employer.
- 10.04 All vacations shall be taken by December 31, except upon agreement between the employee and the department head.
- 10.05 Upon termination of employment an employee (or his estate in case of death) shall be paid for any vacation accrued.

ARTICLE 11 - LEAVES OF ABSENCE

- 11.01 Applications for unpaid leaves of absence for reasons other than those specified below and applications for extensions to the leaves of absence specified below shall be made to the department manager. Each case shall be considered on its merits.

An employee granted a leave of absence for more than three (3) months in a calendar year under this Article 11.01 shall not accumulate seniority while on such leave but shall retain all seniority accumulated prior to the start of such leave.

In the case of a family emergency, the Employer shall consider granting the leave with pay.

- 11.02 a) If an employee is elected or appointed to a position with the Union, or local of the Union, such an employee upon the employee's request, shall be given a leave of absence without pay. This leave will be granted to not more than one employee at a time, and for not longer than one calendar year.

b) Leaves of absence, upon request, without pay, shall be granted to delegates to conventions of the Union to no more than two (2) employees at any time on two (2) weeks' notice and for not more than a total of four (4) weeks in any one year.

Leaves of absence, upon request, without pay, for the purpose of participating in other meetings relating to the business of the Union, for not more than a total of two (2) weeks in any one year, will be granted, provided such absence would not unreasonably interfere with the efficient operation of the Employer's business.

c) An employee granted a leave of absence for more than six (6) weeks in a calendar year under this Article 11.02 shall not accumulate seniority while on such a leave of absence but shall retain all seniority accumulated prior to the start of such leave.

- 11.03 Pregnancy leave and parental leave will be granted in accordance with the provisions of the Employment Standards Act and any employee on such leave shall be entitled to continue to participate in the benefit plans the employee is eligible to receive under the collective agreement on the basis set out in the Act. There is no loss of seniority or vacation entitlement as a result of the absence.
- 11.04 If required, an employee will be permitted three (3) days time off with regular pay in the event of the death of an employee's spouse (including common-law and same sex partner), child, parents, parents-in-law, step-parents, brother, sister, grandchild, grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law or for any relative who lives with the employee or with whom the employee may live; and an employee will be permitted one (1) day off with regular pay in the event of the death of an aunt, uncle, niece, nephew, or if serving as a pall bearer.
- 11.05 The Employer shall pay to each employee serving on a jury the difference between an average day's pay for each day up to five (5) days a week that the employee is absent from work and the total sum paid to the employee for such jury duty. An employee excused from jury duty on any given day shall report for work.

Should an employee be required on his or her regular work day to report for jury duty or be subpoenaed to testify before a court of law, coroner's inquest, Parliamentary Inquiry, or Royal Commission, the employee will be paid his or her regular salary for the day. Any reimbursement received from the court will be signed over to the Employer. An employee will not be entitled to any pay under this article if he or she is a party or principal in any of the aforementioned proceedings unless a party or principal as the result of performing the employee's duties for the Employer.

ARTICLE 12 - HEALTH AND SAFETY

- 12.01 The Employer and Union agree to cooperate with the objective to maintain a healthy and safework environment. In order to accomplish this, the parties agree to establish a joint Health and Safety Committee of not more than two (2) persons from each party. The committee will meet as required and shall be afforded such time off as is necessary to transact activities within the scope of the committee and shall suffer no loss of pay.
- 12.02 The Employer agrees to provide VDT glare screens in cases where such screens are requested.
- 12.03 A pregnant employee who normally works on VDT's shall, upon request, be re-assigned to work that does not involve the use of VDT's when such work is available and providing the employee is competent to perform the work. When such work is not available, or if the employee is not competent to perform the work, the employee may apply for and shall be granted an early leave of absence without pay and benefits.

ARTICLE 13 - EMPLOYEE INTEGRITY

- 13.01 An employee's byline or photo credit shall not be used if so requested by the employee.
- 13.02 Whenever substantial changes are made to a reporter's story, an effort will be made to discuss the changes before publication of the story, failing which the byline shall not be used.
- 13.03 Except where libel or other legal action has been threatened or appears probable, the Employer will not publish a correction or apology in respect of an employee's work until a reasonable effort has been made to discuss the matter with the employee. To do this the Employer shall attempt to contact the employee at work or by telephone.
- 13.04 Except where libel or other legal action has been threatened or appears probable, no letter-to-the-Editor criticizing an employee's work shall be published without such criticism being reviewed with the employee prior to publication if it is practical to do so.
- 13.05 Every reasonable effort will be made to resolve matters during the employee's scheduled shift, but under no circumstances will the Employer be liable for any additional cost as a result of these clauses.
- 13.06 No employee shall be required by the Employer to give up custody of or disclose any knowledge, information, notes, records, documents, films, photographs, or tapes or the sources thereof to any party other than the Employer. The Employer agrees that the foregoing shall not be released to any other party without discussing the matter with the employee.

ARTICLE 14 - MISCELLANEOUS

- 14.01 An employee shall be free to engage in any activities outside of working hours provided such activities are not in competition with the Employer, do not result in any conflict of interest and do not exploit the employee's connection with the Employer.
- 14.02 Editors, reporters and photographers must not prepare material for political parties or political candidates.
- 14.03 Articles written by employees on their own time shall first be offered to the Employer for use in its publications. Employer acceptance or rejection of articles shall be given within five (5) days. Where the Employer has rejected an article, the employee may submit it to a non-competing publication.

ARTICLE 15 - EXPENSES AND EQUIPMENT

- 15.01 The Employer shall pay all authorized expenses incurred by the employee in the service of the Employer, if supported by vouchers or receipted bills when normally obtainable.
- 15.02 An employee who is authorized to use his automobile in the service of the Employer shall be paid for such use at a base rate of thirty four (34) cents per kilometer
Effective in 2005 and each year thereafter, the base mileage rate will be adjusted by the annual cents per kilometer change in the Canadian Automobile Association (CAA) Annual Driving Costs statement. Specifically, the rate will be determined by the cost per kilometer for a car operated in Ontario, using 24,000 kilometres/year. For example, the 2004 CAA rate is 44 cents a kilometer, if the 2005 rate is

adjusted to 46 cents, the employee base rate of 34 cents will be increased by 2 cents per kilometer. It is understood that if the CAA rate drops, the employee rate will be reduced accordingly.

- 15.03 The Employer shall pay a camera allowance of \$65.00 per calendar quarter to employees who regularly use their own photographic equipment to take photographs for the Employer. The Employer will also pay up to \$175.00 per calendar year to cover the costs of repairs and maintenance, upon presentation of receipts. Repair costs beyond this amount may be covered at the discretion of the Publisher.
- 15.04 Employees who work ten (10) hours or more on any day shall be paid a nine dollar (\$9.00) meal allowance. Effective June 1, 2004 the rate for meal allowance will be paid at ten dollars (\$10.00).
- 15.05 The Company shall continue its practice of making reasonable efforts to provide parking to its employees at no cost. Should costs for employee parking become unavoidable, the Company will reimburse employees one-half of costs incurred by the employees.

ARTICLE 16 - WAGES AND BENEFITS

- 16.01 In the application of the following schedule of salaries to employees, experience shall include all employment in comparable work. Employees shall be confirmed as to job title and experience rating by mutual agreement between the Union and Employer. Employees shall automatically move up on the salary grid upon completion of the required period of service.

Any disagreement with an experience rating must be made known within one hundred and twenty days (120) of hiring.

The Employer will give the Union advance notice when it wishes to establish a new job classification. If the Union disagrees with the salary schedule proposed for the job, the parties shall meet and endeavour to resolve the issue. The matter may be referred to arbitration if the parties do not reach agreement within a reasonable period of time.
- 16.02 There shall be no reduction of employees' salaries, except in the case of reclassification. No employee shall be required to accept a transfer to another classification against his or her wishes.
- 16.03 An employee promoted to a higher classification shall receive no less than the minimum rate for that classification which is next above that minimum rate which the employee was receiving in the lower classification.
- 16.04 When the employer temporarily assigns an employee to a higher classification for a minimum of five (5) consecutive shifts, the employee shall receive the pay of the higher classification next highest than the employee's regular salary but not less than \$50.00 a week
- 16.05 Employees shall continue to be paid every two weeks on the pay days and for the pay period established by past practice.
- 16.06 A shift differential of \$4.00 per shift shall be paid for each scheduled shift where a majority of the hours on such shift are worked between 6:00 p.m. and 6:00 a.m.

16.07 The following minimum weekly salaries shall apply.

Group 1 - Exchange Editor

	Jan 1, 2003	May 9, 2004	Hourly (40 hr wk)	Hourly (37.5 hr wk)
Start	634.10	641.08	16.03	17.10
After 6 months	649.84	656.99	16.42	17.52
After 1 year	664.37	671.68	16.79	17.91
After 1 ½ years	680.09	687.57	17.19	18.34
After 2 years	694.60	702.24	17.56	18.73
After 2 ½ years	710.37	718.18	17.95	19.15
After 3 years	727.29	735.29	18.38	19.61
After 3 ½ years	743.01	751.18	18.78	20.03
After 4 years	759.96	768.32	19.21	20.49
After 4 ½ years	776.92	785.47	19.64	20.95
After 5 years	792.64	801.36	20.03	21.37

Group 2A - Reporter/Photographer, Sports Editor

	Jan 1, 2003	May 9, 2004	Hourly (40 hr wk)	Hourly (37.5 hr wk)
Start	450.04	454.99	11.37	12.13
After 6 months	474.15	479.37	11.98	12.78
After 1 year	498.23	503.71	12.59	13.43
After 1 ½ years	522.30	528.05	13.20	14.08
After 2 years	546.40	552.41	13.81	14.73
After 2 ½ years	569.22	575.48	14.39	15.35
After 3 years	592.05	598.56	14.96	15.96
After 3 ½ years	616.12	622.90	15.57	16.61
After 4 years	638.96	645.99	16.15	17.23

Group 2 B - Reporter/Photographer, Sports Editor

	Jan 1, 2003	May 9, 2004	Hourly (40 hr wk)	Hourly (37.5 hr wk)
Rate	661.93	669.21	16.73	17.85

In order to advance to the Group 2B level, a Group 2A employee must have reached the four-year rate for at least six (6) months, and must have demonstrated the ability to competently perform all Editorial Production Functions. The company and Union recognize that, because of technological advances and workplace factors, the definition of Editorial Production Functions is not static. The Company is committed to providing training to keep pace with further technological advancements. Any situations which arise where it is identified an employee has not attained the necessary skills, will be adjudicated by a joint panel of company and union representatives, whose unanimous decision shall be the determining factor with respect to such advancement.

Group 3 - Assistant Editor New Hamburg

	Jan 1, 2003	May 9, 2004	Hourly (40 hr wk)	Hourly (37.5 hr wk)
Rate	673.41	680.82	17.02	18.16

Effective the first pay period following January 1, 2005, January 1, 2006, January 1, 2007 and January 1, 2008, the wage grids shall be increased by the annual average percentage change in the CPI for Ontario as released by Statistics Canada, but the minimum increases shall be no less than one and one half percent (1.5%) and the maximum shall be no more than three percent (3%). The annual percentage change in CPI will be based on the November to November CPI rates.

- 16.08 Full-time employees shall be entitled to the following benefits in accordance with past established practice: Medical/dental plan, life insurance and accidental death and dismemberment, sick leave, and pension plan.

Long Term Disability coverage shall be provided in accordance with or equivalent to the terms of the SunLife Basic and Optional Long Term Disability programs and shall be subject to the terms and conditions as outlined in the applicable plan documents.

In the event of a change in carrier for an insurance plan, there shall be no reduction in coverage.

Vision Care will be increased to \$200.00 each two years effective effective June 1, 2004 and to \$225.00 each two years effective June 1, 2007.

ARTICLE 17 - DURATION AND NO STRIKE / NO LOCKOUT

- 17.01 The term of the collective agreement shall be from date of ratification to December 31, 2008. The Union agrees that there will be no strike, slowdown, or other stoppage of work during the term of this agreement. The Company agrees that there will be no lockout of employees during the term of this agreement.
- 17.02 Within ninety (90) days prior to the expiration of this agreement either party may open negotiations for a new agreement to take effect January 1, 2009.

SIGNED THIS 18th DAY OF May, 2004

FOR THE EMPLOYER:

FOR THE UNION:

Dwayne Weidendorf,
Associate Publisher

Mike Sullivan,
National Representative

Carol Lamb,
Production

Nancy Hill
Production Unit

Kara Bartley,
Labour Relations Manager

Bob Vrbanac
Editorial Unit

LETTER OF UNDERSTANDING #1
Job Postings for Information

May 18, 2004

The employer will endeavour to post on the bulletin board at each work location, openings for employment with the employer which are outside of any Union Bargaining Unit. It is understood that the posting of positions which are outside of any Union Bargaining Unit is for information purposes only and that no provisions of the agreement shall be applicable to such postings.

FOR THE EMPLOYER

FOR THE UNION

Dwayne Weidendorf,
Associate Publisher

Mike Sullivan,
National Representative

LETTER OF UNDERSTANDING #2
Joint Labour-Management Committee

May 18, 2004

It is agreed that a joint labour/management editorial department committee shall be established to discuss matters affecting the Editorial department.

The committee shall consist of two (2) employees appointed by the Union and two (2) representatives of the employer. It shall meet during working hours.

All proceedings/minutes approved by this committee shall be posted for employee information.

FOR THE EMPLOYER

FOR THE UNION

Dwayne Weidendorf,
Associate Publisher

Mike Sullivan,
National Representative

LETTER OF UNDERSTANDING #3
“Advertorial” Assignments

May 18, 2004

It is agreed that the Employer will not assign employees’ to write ‘advertorial’ copy for material paid for directly by advertisers. Where any employee agrees to write same, he or she shall be paid extra at freelance rates and will have the right to the material running without by-line.

FOR THE EMPLOYER

FOR THE UNION

Dwayne Weidendorf,
Associate Publisher

Mike Sullivan,
National Representative

LETTER OF UNDERSTANDING #4
Sick Leave Plan

May 18, 2004

The Company will continue to provide sick pay benefits through a short term disability (equivalent to pre-disability earnings) and long term disability plan. However, it does not intend to continue the past practice of accumulated sick days.

As a result, the parties agree to meet on at least two occasions over the next twelve (12) months and discuss alternatives to the past practice of accumulating sick days for purposes of extending sick leave with pay and/or topping up LTD benefits and early retirement allowance. If at the end of the twelve months the parties have not agreed on an alternative program, the Company will discontinue to practice of accumulated sick days for all employees. Employees on staff at the end of twelve (12) months who have accumulated days will be allowed to retain their accumulated bank of days, however there will be no further accumulation. The parties will determine how the accumulated bank of days can be utilized.

FOR THE EMPLOYER

FOR THE UNION

Dwayne Weidendorf,
Associate Publisher

Mike Sullivan,
National Representative

LETTER OF UNDERSTANDING #5
Health Care Benefits

May 18, 2004

In light of the Company's desire to contain benefit costs in future as well as the parties mutual interest in sustaining a fair and competitive level of benefits, the parties agree to meet during the life of the agreement to discuss ways of containing and reducing benefit costs. Where the parties are able to identify cost savings, the Company agrees to re-invest fifty percent (50%) of the savings into new and/or modified benefit provisions.

FOR THE EMPLOYER

FOR THE UNION

Dwayne Weidendorf,
Associate Publisher

Mike Sullivan,
National Representative