

AGREEMENT
BETWEEN
THE GLOBE AND MAIL
AND
SOUTHERN ONTARIO NEWSPAPER GUILD
Local 87, The Newspaper Guild.

Effective July 1, 1992 to June 30, 1994

EDITORIAL

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INDEX

- Article 1 • Coverage
- Article 2 • Guild Shop
- Article 3 • ~~Dues Deduction~~
- Article 4 • Hours and Overtime
- Article 5 • General Wage Provisions
- Article 6 • Wages
- Article 7 • Vacations
- Article 8 • Recognized Holidays
- Article 9 • Group Insurance and Retirement
- Article 10 • Sick Leave
- Article 11 • Severance Pay
- Article 12 • Expenses and Equipment
- Article 13 • Leaves of Absence
- Article 14 • Part-Time and Temporary Employees
- Article 15 • Transfers
- Article 16 • Miscellaneous
- Article 17 • Grievance Procedure
- Article 18 • ~~Military~~ Service
- Article 19 • Hiring
- Article 20 • security
- Article 21 • Information
- Article 22 • Health and Safety
- Article 23 • Duration and Renewal

PREAMBLE

This Agreement is made on this 16th day of July, 1993 between The Globe and Mail Division of Thomson Newspapers Company Limited, hereinafter known as the Employer, and Southern Ontario Newspaper Guild Local 87, The Newspaper Guild (CLC, AFL-CIO), hereinafter known as the Guild, for itself and on behalf of all the employees of the Employer described in Article 1.

ARTICLE 1-COVERAGE

(101) This Agreement covers all employees of the Employer in the Editorial Department.

(102) The following are excluded from the application of this Agreement: Editor, Executive Editor, Managing Editor, two Deputy Managing Editors, Report on Business Editor, R.O.B. Executive Editor, three R.O.B. Associate Managing Editors, Associate Editor, News Director, National Beats Editor, National Bureaus Editor, News Editor, Foreign Editor, Arts and Books Editor,

Entertainment Editor, ~~Sports~~ Editor, Photo Editor, Librarian, ~~Art~~ Director, R.O.B. Magazine Editor, Broadcast ~~Week~~ Editor, Confidential secretary to the Editor, confidential secretary to the Executive Editor, confidential secretary to the ~~Managing~~ Editor, confidential secretary to the R.O.B. Editor, one of confidential secretary to the Associate Editor or confidential secretary to the ~~Arts~~ and Books Editor, persons who exercise managerial functions or who are employed in a confidential capacity in matters relating to labour relations within the meaning of the Ontario Labour Relations Act, and contributors on a freelance or special basis whose contributions are purchased but whose time is not ~~controlled by~~ the Employer.

(103) In the event of a dispute as to whether a person exercises managerial functions or is employed in a confidential capacity in matters relating to labour relations, the matter shall be referred to the Ontario Labour Relations Board for determination. The parties agree to abide by the decision of the Ontario Labour Relations Board and to include or exclude the person accordingly.

(104)(a) The Union may challenge the incumbent of a specifically named exclusion in (102) if there has been a significant change in the duties and responsibilities performed in the excluded position at any time after the date of ratification of this Agreement;

(b) If the terms of (a) have been satisfied, then, subject to (c), the challenge shall be on the question of whether or not the incumbent exercises managerial functions or is employed in a confidential capacity in matters relating to labour relations within the meaning of the Ontario Labour Relations Act;

(c) The Union shall not challenge the incumbent of any specifically named exclusion until on or after the expiry date set out in this Agreement and the Employer agrees that it will not raise any argument as to delay in such circumstances;

(d) Any subsequent ruling will be effective on the ratification of the next ensuing collective agreement and the parties agree to include or exclude the person in accordance with the determination of the arbitrator;

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(e) Any challenge under this provision shall be heard and determined by a sole arbitrator agreed to by the parties from the following panel (or where there is no agreement, by lot):

- Gail Brent
- Kevin Burkett
- Ian Springate
- Pamela Picher
- Paula Knopf;

(f) At any arbitration under this provision, the parties agree that the incumbent will be called as a witness and both parties may cross-examine the incumbent.

ARTICLE 2-GUILD SHOP

(201) It is a condition of employment of any employee as of the date of the signing of this Agreement who is a member of the Guild or who thereafter becomes a member of the Guild, that he remain a member in good standing. It is a condition of employment of each new employee that within four months after his or her date of employment such employee shall either (1) become a member of the Guild or (2) advise the Guild in writing, by registered mail, that he or she does not wish to become a member of the Guild. As an alternative to the registered mail, the Guild office will give the sender a receipt for such notification. The Guild agrees that it will retain in membership any employee subject to the constitution of The Newspaper Guild and the by-laws of the Southern Ontario Newspaper Guild. An employee dismissed under this Article, shall not receive severance pay.

(202) There shall be no interference or attempt to interfere with the operation of the Guild.

(203) The Employer agrees to advise new employees that a collective agreement is in effect and of the conditions of employment with regards to Guild membership and deduction of Guild dues. The employee's immediate supervisor will advise the employee of the name(s) and location(s) of his/her steward(s). The Employer agrees that a Guild steward will be given an opportunity by his/her supervisor to interview each new employee within regular working hours, without loss of pay, as soon as practicable subject to operational requirements, for fifteen minutes for the purpose of acquainting the new employee with the benefits and responsibilities of Guild membership.

ARTICLE 3-DUES DEDUCTION

(301) The Employer shall deduct from the earnings of each employee covered by this Agreement and pay to the Guild not later than the 10th day of each month all Guild dues and assessments. Such dues and assessments shall be deducted weekly from the employees' earnings in accordance with a schedule furnished the Employer by the Guild. Such schedule may be amended by the Guild at any time. The Employer shall, when remitting dues and assessments to the Guild, give the names of the employees from whose pay deductions have been made and the amount of the deduction.

ARTICLE 4-HOURS AND OVERTIME

(401) The five-day, thirty-five hour week shall prevail.

(402) The working shift shall consist of seven hours falling within eight consecutive hours.

(403) The Employer shall pay for all authorized overtime at the rate of one and one-half times the regular straight time rate. Overtime shall be defined as work beyond the unit of hours in a shift, the unit of hours in the work week or any work performed at hours not scheduled, as provided in Section 405. Any employee scheduled to work both a Saturday and a Sunday shift shall be paid double time for one of those shifts. If one of the two weekend shifts worked is a sixth shift, it shall be designated as the double time shift. If the other weekend shift worked is a seventh shift, it shall be paid at the rate of time and one-half the straight time rate.

(403) (a) Overnight shifts for full-time employees shall be equitably allocated, for individual periods of not more than three weeks at any one time, amongst those employees assigned to the type of work being performed during these overnight shifts. This clause shall not apply to employees specifically hired, or assigned by mutual agreement, to work an overnight shift. For the purpose of this clause, overnight shifts shall be defined as those where the majority of scheduled hours are worked between 12 midnight and 7 am.

(404) An employee required to work after his regular shift shall be guaranteed at least one half-hour's pay at the overtime rate. An employee called back to work after having left the office shall be guaranteed at least four hours' pay at the overtime rate, calculation of such time to begin as of the time he received the call provided he reports for work within a reasonable amount of time. An employee required to work on his day off shall be paid at the rate of time-and-one-half; with a minimum of a full day's pay at the time-and-one-half rate, in addition to his regular weekly salary.

Overtime shall be paid for, except that by mutual agreement with the Department Head, the employee may choose equivalent time off. The Employer reserves the right to limit the amount of time off to be accumulated by an employee. Time off shall be taken at a mutually agreed time and a request to take time owing shall not be unreasonably denied. Granting of time owing shall be confirmed in writing when requested.

(405) Tentative schedules of starting times shall be posted at least two weeks in advance of the week for which they apply and schedules of starting times shall be posted not later than the Thursday prior to the week Monday to Sunday. The Employer will attempt to keep to a minimum the number of changes between the tentative schedule and the final schedule.

No advance notice need be given of a change in starting time if the change is no more than one hour earlier or later than the scheduled starting time. In the event of changes of more than one hour, the provisions of Section 403 shall apply to the extent

of the change in excess of one hour. An employee shall **not** be required to begin one scheduled shift sooner than twelve hours following the end of another scheduled **shift**.

An employee not regularly scheduled to night hours shall not be scheduled night hours on the shift prior to **his** scheduled day(s) **off**.

Where work **requirements permit**, an employee **so** requesting may have the same starting times during the working week.

(406) Schedules of days off shall be posted at least two weeks in advance. When days off are changed within two weeks by other than mutual consent, the day off worked shall be at the overtime rate. Where it is possible, without incurring additional expense, employees shall be given two consecutive days **off** if requested.

(407) The Employer shall cause a record of all overtime to be kept. Such record shall be made available to the Guild on request.

(408) Copy Editors shall have one two day weekend and one three-day weekend **off** in each six-week period.

(409) Granting of days owing shall be confirmed in writing when requested **by** the employee.

ARTICLE 5-GENERAL WAGE PROVISIONS

(501) Experience Definition. In the application of the following schedules of minimums, experience shall include all employment in comparable work. Employees shall be classified as to job title and experience rating at the time of employment, transfer or promotion, and the Guild notified in accordance with the provisions of Article 21. An employee paid the salary for an experience classification higher than his actual experience requires shall receive such higher experience rating and thereafter advancement to succeeding salary minimums shall occur on the anniversaries of such upgraded rating. An employee paid a salary between that for **tu** experience rating and the succeeding one shall be advanced to not less than the succeeding minimum on the next anniversary of his experience rating. Any disagreement with the experience rating must be made to the Employer within 120 days of the date of hiring.

(502) No Pay Cuts. There shall be no reduction in salaries except by mutual agreement.

(503) Dual Work. Any employee who works in more than one classification shall receive the rate of the higher classification next higher in dollars to the rate the employee receives in the lower classification for the time worked in that classification. An employee temporarily assigned for a minimum of a full shift, or permanently transferred to a higher-paid classification within the bargaining unit, shall receive the rate of the higher classification next higher in dollars to the rate the employee received in the lower classification. In the case of a permanent transfer an employee, except for an employee who was at the top of his salary scale prior to the transfer, will be credited with seventy-five per cent (75%) of his current anniversary year service in the lower classification and the date for

advancement to succeeding salary minimums in the higher classification shall be adjusted accordingly.

(504) Salaries Above Minimum. The minimum wages established herein are minimums only. Salaries above those provided in Section 601 may be paid to an individual employee as recognition of individual merit and performance. The Guild may represent employees in bargaining for such salaries.

(505) Night Differential. Any employee, any part of whose shift is worked at any time between 8 p.m. and 8 am. shall receive a night differential of \$11.00 for each such shift worked; effective November 14, 1992, any employee whose shift commences at or after 7:00 p.m. and before 5:00 am. shall receive a night differential of \$13.00 for each such shift worked. There shall be no reduction of night differential from sick leave, vacation or holiday pay for employees regularly assigned to night work.

(505A) So long as 2-10 am. is not assigned as a full week's shift, an employee who works the 2-10 am. Sunday shift shall work one-half the length of a regular shift on his next shift worked without reduction in salary. Overtime on such next shift shall be paid for work in excess of the half-shift. The 2-10 am. Sunday shift will be rotated amongst employees and no employee shall be required to work more than seven such shifts in any calendar year.

(506) Payment. Payment of salary shall continue to be made weekly.

(507) The number of employees classified as reporter-photographer in Metropolitan Toronto shall be limited to two (2). An employee classified as reporter-photographer shall receive a differential above the minimum of Group DD of \$12.00 weekly. The Employer shall not accept pictures taken by reporters or stories written by photographers, except in such extraordinary circumstances that would result in loss of the picture or story.

(508) In cases of emergencies affecting the property or materials of the Employer such as wrecks, fire, storms, floods and acts of God (but not applying to news coverage of such emergencies) overtime and all work on holidays or sixth days will be paid at straight time in cash. Such emergency is a situation over which the Employer has no control.

(509) A student participating in a work-study program shall be paid for the first four weeks at the rate of 75% of the "start" rate for the classification to which he is assigned. During the remainder of the work-study program, the student shall be paid at the start rate. A student employed for an evaluation period, which shall not exceed two weeks, shall be paid at the rate of 75% of the start rate for the classification to which he is assigned. The reduced rate may be applied to no more than one evaluation period and/or one work-study program per student.

ARTICLE 6-WAGES

(601) The following minimum weekly salaries shall be in effect during the term of this Agreement.

The various wage rates shall become effective for shifts starting after 12:01 am. on the dates shown.

Group AA

Ottawa Bureau Chief, ROB News Editor, ROB Assistant Editor, Assistant Foreign Editor, Assistant National Editor, Focus Editor, Magazine Managing Editor, Manager Editorial Information Systems

	July 1/92	July 1/93
	\$1,157.70	\$1,180.85

Group A

Editorial Writer, Editorial Cartoonist, Foreign Correspondent, Columnist, Assistant News Editor, Critic, Project Editor, Magazine Senior Editor, ROB Magazine Art Director, Fashion Editor, Destinations Art Director, Travel Editor (without prejudice)

	July 1/92	July 1/93
	\$1,147.87	\$1,170.83

Group B

Assistant Sports Editor, National Correspondent*. Editor Social Studies, Assistant Focus Editor, Assistant Entertainment Editor

	July 1/92	July 1/93
	\$1,140.78	\$1,163.60

*National Correspondent

	July 1/92	July 1/93
Start	\$1,039.35	\$1,060.14
After 1 year	1,098.25	1,120.22
After 2 years	1,140.78	1,163.60

An employee newly-hired as a National Correspondent shall be paid in accordance with the "After 2 years" rate if the employee has at least six (6) years of employment in comparable work. Such an employee who has five (5) years but less than six (6) years of employment in comparable work shall be paid in accordance with the "After 1 year" rate.

Group C

Principal Editor, Assistant Photo Editor, Assistant Travel Editor

	July 1/92	July 1/93
	\$1,126.60	\$1,149.13

Group D

Copy Editor, Design Editor, Magazine Associate Art Director, Senior Artist, Assistant Librarian, Make-Up Editor, Reporter/Copy Editor

	July 1/92	July 1/93
Start	\$659.34	\$672.53
After 1 year	685.09	698.79
After 2 years	766.35	781.68
After 3 years	842.40	859.25
After 4 years	933.67	952.34
After 5 years	1,053.51	1,074.58
After 6 years	1,112.43	1,134.68

Group E

Reporter, Photographer, Analyst Researcher

	July 1/92	July 1/93
Start	\$633.60	\$646.27
After 1 year	659.33	672.52
After 2 years	730.09	744.69
After 3 years	806.06	822.18
After 4 years	882.30	899.95
After 5 years	1,039.35	1,060.14
After 6 years	1,098.25	1,120.22

Group F

ROB Graphics Researcher, Artist

	July 1/92	July 1/93
Start	\$633.60	\$646.27
After 1 year	659.33	672.52
After 2 years	730.09	744.69
After 3 years	806.06	822.18
After 4 years	882.30	899.95
After 5 years	1,004.02	1,024.10

Group G

Administrative Assistant, ROB Graphic Technician

	July 1/92	July 1/93
Start	\$596.33	\$608.26
After 6 months	643.27	656.14
After 1 year	712.81	727.07
After 2 years	782.34	797.99
After 3 years	843.20	860.06
After 4 years	956.22	975.34

Group H

ROB Format Technician

	July 1/92	July 1/93
start	\$615.96	\$628.28
After 1 year	642.58	655.43
After 2 years	714.62	728.91
After 3 years	793.69	809.56
After 4 years	878.21	895.77
After 5 years	918.00	936.36

Group I

Darkroom Technician, Librarian Assistant, Editorial Assistant

	July 1/92	July 1/93
Start	\$580.68	\$592.29
After 1 year	609.08	621.26
After 2 years	683.72	697.39
After 3 years	768.98	784.36
After 4 years	870.03	887.43

Group J

Library Clerk

	July 1/92	July 1/93
start	\$478.07	\$487.63
After 6 months	491.94	501.78
After 1 year	517.32	527.67
After 2 years	555.05	566.15
After 3 years	609.72	621.91

Group K		
Head Copy Messenger		
	July 1/92	July 1/93
	\$588.19	\$599.95

Group L		
Editorial Clerk		
	July 1/92	July 1/93
Start	\$489.99	499.79
After 1 year	524.90	535.40
After 2 years	581.02	592.64

Group M		
Copy Messenger		
	July 1/92	July 1/93
start	\$486.95	\$496.69
After 6 months	513.88	524.16
After 1 year	541.19	552.01

The supplies room messenger shall be paid a bonus of ten dollars (\$10) per week.

ARTICLE 7-VACATIONS

(701) Subject to 707, employees who will have completed specified periods of service by September 1 of each year shall receive an annual vacation with full pay on the following basis:

After one year of continuous service • Three weeks annually.

After five years of continuous service • Four weeks annually.

After thirteen years of continuous service • Five weeks annually.

After twenty-five years of continuous service • Six weeks annually.

Less than one year of continuous service • One day for each sixteen days worked.

(702) Vacations in each vacation group shall be arranged by the Employer according to seniority. In no event shall an employee be required to take his vacation prior to May 15 or after September 30. Employees entitled to three, four, five or six weeks' vacation may be required to take one week of a three-week vacation, two weeks of a four or five week vacation or three weeks of a six-week vacation outside the vacation period in order to accommodate the right of all eligible employees to take their choice by seniority of two weeks' vacation within the vacation period. Employees who fail to select vacation dates prior to May 1 may lose the privilege of selection to which their seniority entitles them. Granting of vacations shall be confirmed in Writing when requested.

(703) An employee whose vacation time includes a recognized holiday(s) as defined in Section 801 shall receive an additional day(s) of vacation, or by mutual consent, he shall receive an additional day's pay at his straight-time rate in lieu of the additional day.

(704) All vacations for service to September 1 are to be completed by the following March 31, except upon agreement between the employee and the department head

(705) Employees who are entitled to six (6) weeks vacation shall have the right in any year to save their sixth week of vacation to be taken only immediately prior to retirement. In the event of an employee's termination or death prior to taking such vacation time, vacation pay owing shall be paid to the employee or his estate.

(706) Upon termination of employment an employee (or his estate in case of death) shall receive accrued vacation pay at the rate of one day's pay for each 25 work days following the last previous September 1 for those entitled to less than a three-week vacation; for each 16 work days following the last previous September 1 for those entitled to a three-week vacation; for each 12 work days following the last previous September 1 for those entitled to a four-week vacation; for each 10 work days following the last previous September 1 for those entitled to a five-week vacation; for each 8 work days following the last previous September 1 for those entitled to a six-week vacation plus pay for any vacation previously earned but not taken.

(707) An employee who has an unpaid leave of absence in excess of fifteen (15) calendar days in the relevant vacation year shall have the vacation period and pay adjusted accordingly on a pro-rata basis. If the employee has completed the vacation period prior to the unpaid leave of absence in excess of fifteen (15) calendar days, the proration will be effective in the following vacation year.

Notwithstanding the foregoing, the vacation period and vacation pay of an employee who will return to work at the end of a pregnancy leave and parental leave in respect of the birth of her child shall not be prorated in respect of such leave, up to the maximum period of entitlement for such leaves prescribed by the Employment Standards Act. Similarly, the vacation period and vacation pay of an employee who returns to work from parental leave shall not be prorated in respect of such leave, up to the maximum period of time prescribed for parental leave under the Employment Standards Act. An employee who terminates employment during or at the conclusion of pregnancy leave, parental leave, maternity leave or extended leave or less than one (1) month after completing such leave shall not be entitled to vacation pay in respect of the period of leave and shall reimburse the Employer for any such pay which has been received.

ARTICLE 8-RECOGNIZED HOLIDAYS

(801) The following holidays are recognized New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day. When any of the aforementioned holidays falls on a Sunday it shall be observed on the day designated as the holiday. The holiday shifts shall be those starting within the 24-hour period of the recognized holiday.

An employee's birthday will be recognized as a tenth holiday during the term of this Agreement with the understanding that if an additional holiday not recognized herein is declared by government statute during the term of this Agreement the new

holiday will replace the **birthday** holiday and will be recognized as the tenth holiday in this Agreement effective January 1 following such declaration.

(802) Employees who are scheduled to work on a recognized holiday but are not required to work will receive their **full** weekly salary.

(803) Employees who are required to work on a holiday **shift shall** be paid a minimum of a **full** day's pay at the rate of two times their **straight** time rate in addition to their regular weekly salary. Authorized overtime worked on a holiday shall be paid **at** the rate of two times the **straight** time rate.

By mutual agreement with the Department Head, the employee may choose equivalent **time off** in lieu of **all** or part of the holiday premium pay **and** overtime pay specified above. The Employer reserves the right to limit the amount of time **off** to be accumulated by an employee. Time **off** shall be taken at a mutually agreed time and a request to take time owing shall not be unreasonably denied. Granting of time owing shall be confirmed in writing when requested.

(804) An employee whose regular day **off** falls on a recognized **holiday** shall receive an additional day off at another date. It is understood that if an employee's regular day **off** and birthday both fall on a day designated as one of the nine other recognized holidays in Section 801, the employee will receive two additional days off **at** another date.

(805) In a pay week which includes a recognized holiday, work on either or both of the scheduled **days off** shall be **at** the overtime rate in **spite** of the fact that the employee has worked only 4 scheduled days in the pay week (3 scheduled days if the employee's birthday **occurs** in the pay week) by reason of **having** the holiday **off**.

ARTICLE 9 - GROUP INSURANCE AND RETIREMENT

(901) The Employer shall maintain the Group Life Insurance Plan, or a Plan providing at least equal benefits, in effect **at** the time of the signing of this Agreement during the life of this Agreement for full-time employees who have completed their probationary period. Such employees are required to participate in The Globe and Mail Group Life Insurance Plan.

An employee may select coverage equal to \$6,000 or equal to one and one-half times his annual salary **at** the base rate **or** two times his annual salary at the base rate. The Company will pay the cost of the first \$6,000 of coverage. For coverage in excess of \$6,000 the employee shall pay 50% of the premium cost per thousand dollars of insurance and the Company shall pay the balance.

(902) The Canadian Newspapers Bargaining and Hourly Employees' Retirement Plan - The Globe and Mail Division providing a retirement program for employees now **covered** by this Agreement shall be continued by the Employer during the life of this Agreement.

The Employer agrees to **continue** during the term of the Agreement payment of the Employer's matching contribution to the Canada Pension Plan without

requiring reduction in The Canadian Newspapers Bargaining and Hourly Employees' Retirement Plan - The Globe and Mail Division.

ARTICLE 10 - SICK LEAVE

(1001) Sick leave with **full** pay shall be granted to employees in accordance with past established practice.

When, by the implementation of this sick pay practice, an employee would receive less than unemployment insurance benefits, he or she shall claim unemployment insurance benefits. It is recognized that the matter of future sick pay is normally reviewed after eight weeks at full pay for those under three years of service and **after fifteen** weeks for those with more **than** three years of service.

The Employer will give **special** consideration to the case of an employee who is ineligible for unemployment insurance sick benefit pay or who is still unable to return to work, due to the illness, when the unemployment insurance sick benefits expire.

In any event the employee shall receive in total **no** less in such benefits than he would have by past established practice.

(1002) No deductions for sick leave shall be made **from** overtime or vacation **credited** or to be **credited** to the employee.

(1003) The Employer shall pay, on behalf of employees, the **full** monthly premium of the Ontario Health Insurance Plan, the Blue Cross Extended Health Care Plan (\$10/\$20 deductibles; including hearing aids coverage with a \$300 lifetime maximum **per** person), Blue Cross Vision Care Plan (\$135 **maximum** per person every 24 months; effective January 1, 1993, \$175 maximum per person every 24 months), a long **term** disability plan (**60%** of salary), and one-half the monthly premium of the Blue Cross Hospitalization Plan, and one-half the **cost** of the monthly premium of a dental plan for those with such coverage. The dental plan will include coverage for caps and **crowns**. Payment for covered services of the Dental Plan will be **as** specified in the 1990 Fee Guide for General Practitioners of the Ontario Dental Association; effective January 1, 1993, the 1991 Fee Guide for General Practitioners of the O.D.A.; effective January 1, 1994, the 1992 Fee Guide for General Practitioners of the Ontario Dental Association. The Employer may change carriers **as** long as equivalent or superior coverage is provided, subject to Section 1004.

(1004) The Employer will notify the Guild in writing at least **thirty** (30) days prior to the implementation of any change in coverage in a benefit plan **listed** in Section 1003.

(1005) Upon **request**, the Employer agrees to meet with the Guild to **discuss** the disposition of any Unemployment Insurance premium rebates.

ARTICLE 11 - SEVERANCE PAY

(1101) (a) **Upon** dismissal for any reason other than for gross misconduct or for self-provoked

dismissal for the purpose of ~~collecting~~ severance pay, an employee shall receive cash severance pay in a lump sum equal to one ~~week's~~ pay for every ~~5~~ months' continuous service or major fraction thereof up to a maximum of ~~52~~ weeks' salary. Such pay shall be computed at the ~~salary~~ which was being paid at the time of ~~dismissal~~.

(1101)(b) Where the termination of employment provisions of section 13, subsection 1 or 2 of the Employment Standards Act of Ontario and the Regulation under ~~Part II~~ thereof, or any legislation in substitution or amendment that makes no substantial change thereof, are applicable, severance pay for affected employees upon dismissal will be calculated on the following basis:

(i) If an ~~affected~~ employee is required to work each week of the stipulated notice of termination period and provided he ~~so~~ works, severance pay will be calculated in ~~accordance~~ with section 1101 (a).

(ii) If ~~an~~ affected employee is not required to work during all or a ~~part~~ of the stipulated notice period, the amount ~~of~~ severance pay will be reduced by the amount of pay the employee receives for that ~~portion~~ of the notice period that he was not required to work in excess of two weeks.

(1102) When ~~dismissal~~ to reduce staff is by ~~reason~~ of the introduction of new processes and/or equipment and/or methods, the employee shall receive dismissal pay in a lump sum equal to one (1) week's pay for every five (5) months' continuous service or major fraction thereof up to a maximum of ~~fifty-two~~ (53) weeks' wages plus a further ~~fifteen~~ per cent (15%) of said lump sum plus a further five hundred dollars (\$500).

ARTICLE 12 - EXPENSES AND EQUIPMENT

(1201) Upon submission of expense reports in the prescribed form and properly supported by vouchers where obtainable, the Employer shall pay all legitimate expenses incurred by employees in the service of the Employer. Employees will not be required to provide an automobile for Company business. Any employee who elects to use his automobile must provide the Employer with satisfactory proof of business insurance for such use. The Employer shall provide a mileage allowance to employees who are authorized to use their automobile for Company business at the rate of ~~28.5~~ cents per kilometer effective December 1, 1992, adjusted quarterly thereafter commencing January 1, 1993, based on the "Private Transportation" item of the Consumer price Index by City for Toronto using quarterly averages adjusted ~~from~~ the second quarter average in 1992.

(1202) The Employer agrees to furnish automobiles for photographers and ~~reporter-~~ photographers for use in the service of the Employer.

(1203) Upon submission of appropriate expense ~~data~~, properly supported by an incident report, the Employer shall continue the practice of paying for repairs for damages to any employee's automobile

directly ~~or~~ largely caused by driving under extraordinary conditions on company business.

(1204) Necessary ~~working~~ equipment shall be provided to employees and paid for by the Employer. Maintenance of personally owned portable typewriters authorized for use in the service of the Employer shall be provided ~~by~~ the Employer.

Ownership of photographic equipment ~~shall~~ not be a condition of employment. Photographers who are authorized to use their ~~own~~ equipment in the service of the Employer shall be paid a quarterly rental of \$450.00 effective November 14, 1992 for all such equipment; reporter-photographers who are authorized to use their own equipment in the service of the Employer shall be paid a quarterly rental of \$220.00 effective November 14, 1992 for all such equipment. The Employer shall pay costs of servicing and repairing personally owned photographic equipment when the servicing or repairing arises out of use for the Company and shall continue its policy of paying for insurance coverage of such equipment reported in ~~writing~~ to and ~~accepted~~ by the Company.

ARTICLE 13-LEAVES OF ABSENCE

(1301) Upon request the Employer shall grant employees leaves of absence without pay for ~~good~~ and sufficient cause providing such leave does not cause unreasonable ~~disruption~~ of operations.

(1302) If ~~an~~ employee is elected or appointed to any office or position of The Newspaper Guild, CLC, or AFL-CIO or office or position of a local of The Newspaper Guild, or ~~office~~ or position with any organization with which The Newspaper Guild is affiliated, such employee, upon ~~his~~ request, shall be given a leave of absence without pay and shall be reinstated in the same or a comparable position upon the expiration of such leave. Except for emergencies, a request for a leave of absence of five (5) ~~working~~ days or less shall be made at least ~~forty-eight~~ (48) hours in advance and a request for a leave of absence which extends to more than five (5) ~~working~~ days shall be made at least two (2) ~~weeks~~ in advance.

(1303) Leaves of absence without pay ~~upon~~ request shall be granted to employees elected or appointed delegates to conventions of The Newspaper Guild, CLC, AFL-CIO or any organization with which The Newspaper Guild is affiliated, and to delegates to special meetings called by The Newspaper Guild, or by any branch thereof, or by any organization with which The Newspaper Guild is affiliated. Except for emergencies, a request for a leave of absence of five (5) ~~working~~ days ~~or~~ less shall be ~~made~~ at least ~~forty-eight~~ (48) hours in advance and a request for a leave of absence which extends to more than five (5) ~~working~~ days shall be made at least two (2) weeks in advance.

(1304) Jury Duty. Employees called to serve on juries, ~~or~~ subpoenaed as a witness in a judicial proceeding, shall receive ~~their~~ regular weekly salary during ~~periods~~ of such service. It is expressly agreed that ~~this~~ section shall not apply to employees

called or subpoenaed as witnesses or participants in proceedings between the parties of this Agreement, e.g., arbitration hearings.

(1305) In the event of a death in the immediate family, i.e., parent, grandparent, child, spouse, brother, sister or parent-in-law, a regular employee will be granted bereavement leave for the purpose of making funeral arrangements or attending the funeral. Pay for such leave will be limited to a maximum of three scheduled working days. One additional day may be granted (total four) if funeral outside Continental North America. Upon request, bereavement leave with or without pay may be granted or extended in special circumstances not covered by this Agreement.

(1306) (a) Unpaid pregnancy leave and parental leave shall be granted as provided by the Ontario Employment Standards Act and shall be governed by the terms of that Act.

(b) A request for an additional period of unpaid maternity leave in respect of the birth of an employee's child, consecutive with the leaves referred to in (a), shall not be unreasonably denied, provided that the total length of pregnancy leave, parental leave and maternity leave combined will not exceed twelve (12) months.

(c) A request by an employee who does not qualify for the leave referred to in (b), for an additional period of extended leave in respect of the birth or adoption of the employee's child, consecutive with parental leave, shall not be unreasonably denied, provided that the total length of parental leave and extended leave combined will not exceed six (6) months.

(d) An employee on pregnancy leave, parental leave, maternity leave or extended leave will continue to participate in the benefit plans listed in section (1003), the Group Life Insurance Plan, the Globe and Mail Accident Insurance Plan and the Retirement Plan with the employee and Employer each continuing to make the usual contributions unless the employee elects in writing not to do so.

(e) The Employer will establish a supplemental unemployment benefit (SUB) plan effective July 1, 1992, or as soon thereafter as all necessary rulings and approvals, including those required to allow the Employer to deduct all SUB payments for income tax purposes are received. The SUB plan will provide a payment to an employee on pregnancy leave for the birth of her child who has applied for and qualifies for pregnancy benefits under the Unemployment Insurance Act, equal to the amount of the weekly unemployment insurance benefit she will receive, and paid for each of the two (2) weeks in her waiting period under the Unemployment Insurance Act. An employee who terminates employment during or at the conclusion of pregnancy leave, or less than one (1) month after completing such a leave shall reimburse the Employer for any SUB benefits which she has received.

(1307) During each calendar year on a non-cumulative basis, an employee may take up to two (2) days' leave of absence with pay as a result of a

family emergency or sickness of or injury to a member of the employee's immediate family. One (1) of these days may be used for paternity leave. Commencing January 1, 1993, one of these days may be used for personal emergency which requires the employee to be absent from work. Any unused day(s) are to be taken between Christmas and New Year's, if operationally feasible. This entitlement shall satisfy the first two (2) days of any statutory entitlement to family, personal or similar leave introduced during the term of this collective agreement.

(1308) Leaves provided for in Article 13 shall not constitute breaks in continuity of service, but such unpaid leave in excess of fifteen (15) calendar days in a year shall not be considered service time in the computation of benefits dependent upon length of service nor in computing length of service for the purpose of wages or wage progression.

Notwithstanding the foregoing, any pregnancy leave and/or parental leave granted to an employee under the provisions of the Employment Standards Act as set out in section 1306(a) of this Agreement will, up to the maximum period of entitlement for such leaves prescribed by the Act, be considered service time in the computation of benefits dependent on length of service and in computing length of service for the purpose of wages or wage progression.

ARTICLE 14-PART-TIME AND TEMPORARY EMPLOYEES

(1401) A part-time employee is one who is hired or returns from sick leave to work regularly not more than twenty-eight (28) hours (80%) in the work week. Any part-time employee may work the hours of a regular full-time employee to cover vacations as provided in (a) below without affecting his or her part-time status and every effort will be made to first offer such work to regular part-time employees. A temporary employee is one employed for full or part-time work:

(a) for a period of up to five (5) months to cover for vacations; or a period of up to four (4) months, plus one (1) month in segments of not less than five (5) working days;

(b) to cover an approved leave of absence, including sickness, for the duration of such absence;

(c) for other reasons or special projects for periods up to four (4) months.

Except for the one (1) month period described in (a) above, temporary employees shall not be eligible to be re-hired as temporary employees within a period of one year from the date their temporary employment first commenced. The Guild shall be notified in writing as to the reason for such employment, and its expected duration when known.

(1402) Part-time and temporary employees shall not be employed for work normally or appropriately performed by regular full-time employees, where, in effect, such employment would eliminate or displace a regular or full-time employee.

(1403) Part-time and temporary employees are covered by all provisions of this contract with benefits in proportion except those for which eligibility is regular full-time employment. This Section shall be applied as described in Appendix A of this Agreement for those benefits listed in Appendix A.

(1404) Part-time employees shall be paid on an hourly basis equivalent to the weekly minimum salary provided for their classification and experience.

(1405) A part-time employee shall advance on the schedule of minimum salaries and shall receive all benefits depending on length of service according to the length of his employment with the Employer, and not according to the actual hours worked. Effective February 14, 1977, in computing length of service for the purpose of advancement in the wage scales, part-time employees shall be credited with one and one-half times their actual hours worked, to a maximum of the unit of hours constituting a normal work week as described in Article 4.

ARTICLE 15-TRANSFERS

(1501) An employee may be transferred by the Employer from Toronto to another enterprise in the same city, or to another city, whether in the same enterprise or in other enterprises conducted by the Employer, or by a subsidiary, related or parent company of the Employer only upon the mutual consent of the Employer and the employee. The Employer shall pay reasonable transportation and other moving expenses of the employee and family. There shall be no reduction in salary or impairment of other benefits as a result of such transfer except upon the mutual consent of employee, Employer and Guild.

(1502) The Employer agrees not to transfer an employee to a position outside the bargaining unit without the employee's consent. An employee will not be penalized for refusing to accept such a transfer.

The Employer shall make every effort not to transfer an employee against his or her wishes, to a classification in another group. A complaint by an employee about such a transfer shall be dealt with, if necessary, under the provisions of the grievance procedure. There will be no reduction in salary or impairment of benefits for anyone so transferred.

An employee transferred to a higher classification and found unsuitable for that classification shall be restored after not more than four months to his previous classification and salary.

ARTICLE 16-MISCELLANEOUS

(1601) **Bylines.** An employee's byline shall not be used over his protest.

(1602) **Bulletin Boards.** The Employer agrees to provide bulletin boards in appropriate places for the use of the Guild.

(1603) **Struck Work.** The Guild reserves to its members the right in each particular instance to refuse to handle work which the Guild has declared as

destined to emanate from other struck offices which affects the interests of the Southern Ontario Newspaper Guild.

Guild members shall not be required to cross a picket line at the premises of the Employer because of a lawful strike by Guild members who are employees in another Guild bargaining unit of the Employer, provided such members exercise such option when first confronted by such picket line. Such Guild members will not be paid for the time they are absent from work but their jobs will not be in jeopardy because they are exercising such option. Absence provided for in this Article shall not constitute breaks in continuity of service, but shall not be considered service time in the computation of benefits dependent upon length of service. The Employer shall not be liable for his share of financial benefits provided in this Agreement during such absence.

(1604) **Outside Activity.** Employees of the Employer shall be free to engage in any activities outside of working hours provided such activities do not consist of service performed for publications in direct competition with the Employer or in other media when such performance would not be compatible with the competition of The Globe and Mail with other Toronto daily newspapers, and provided further that without permission no employee shall exploit his connection with the Employer in the course of such activities. Employees shall make all reasonable efforts to arrange as a condition of sale of any non-fiction to any outside enterprise published in Canada that the enterprise identify him as a Globe and Mail employee in connection with the use of the material. Non-fiction articles written or to be written by employees shall first be offered to the Employer for use in its publication. The Employer acceptance or rejection shall be given within five days. If such material is accepted by the Employer, the rates paid in each instance shall be reasonably competitive.

(1605) **Re-Use and Syndicate compensation.** When the product of an employee's work is made available by the Employer to any enterprise other than the one in which he is employed, the Employer shall compensate said employee for such other use out of the net proceeds received after deducting any expenses incurred in the sale of the material and on the assignment which produced the material in a reasonable amount as may be agreed upon between the Employer and the employee and the Guild.

(1605A) All copy paid for by advertisers shall be distinct from editorial copy, with no reference to The Globe and Mail's editors or reporters. The writing and editing of such copy shall not be considered part of the duties of an employee in the editorial department covered by this Agreement and shall not be paid for as such.

(1606) Before publishing letters to the Editor concerning the work of an employee, the Employer shall endeavor to show the letter to the employee.

(1607) Employees shall have the right to examine the Employer's Human Resource and/or Departmental personnel file, if any, on the employee during business hours, to obtain copies of anything contained therein, and to have recorded in the file the employee's comments on anything contained in the file.

(1608) **ALL** reference to the Employer shall mean the Employer or his representative.

(1609) In all cases where notice to the Guild is required, such notice shall be addressed to the Chairperson of The Globe and Mail Unit at the offices of the Southern Ontario Newspaper Guild.

(1610) **As** required by the Labor Relations Act, there shall be no strike or lockout as long as this Agreement continues to operate.

(1611) Where the masculine is used in this Agreement, it shall be deemed to include the feminine.

ARTICLE 17-GRIEVANCE PROCEDURE

(1701) The Guild shall designate a committee of its own choosing, including not more than three employees, to deal with the Employer or his authorized agent on any matter arising from the application of this Agreement or affecting the relations of the employees and the Employer.

(1702) The parties agree to meet within five days after request for such meeting. Efforts to adjust grievances shall be made on Company time.

The parties agree that the processing of grievances, including referrals to arbitration, shall be carried out as promptly as is reasonably possible.

(1703) Any matter, except renewal of this contract or the discharge of a probationary employee may be a difference between the parties and if not satisfactorily settled within thirty days of its first consideration may be submitted by either party to final and binding arbitration. Any such matter not referred to arbitration within ninety (90) days of its first consideration shall not be arbitrable. Within ten days of requesting arbitration, the party making the request shall submit to the other the name of the arbitrator who will represent the party requesting arbitration, and within ten days the other party shall by written notice name the arbitrator who will represent it. The arbitrators thus named shall jointly select an impartial third person who shall be chairman of the arbitration board. If the two arbitrators selected by the parties are unable to select a third arbitrator within ten days of the appointment of the second arbitrator, the parties to this Agreement shall request the Minister of Labor for Ontario to appoint the third arbitrator. Any of the aforementioned time limits may be extended by mutual consent of the parties to this Agreement.

(1704) The Employer and the Guild shall defray the expenses of their respective appointees to the arbitration board, and the expenses of the third arbitrator shall be borne equally by the Employer and the Guild, except that neither party shall be

obligated to pay any part of the cost of a stenographic transcript without express consent.

(1705) Notwithstanding the thirty (30) day time limit specified in Section 1703, either party may refer to final and binding arbitration a grievance arising out of a dismissal of an employee who has successfully completed the probationary period whether extended or normal, that is not satisfactorily settled within fifteen (15) days of the date of such dismissal. The parties may agree to a single arbitrator to hear a dismissal grievance.

(1706) Employees shall have the right to have a steward present at any disciplinary or dismissal meeting with the Employer, any meeting with the Employer concerning a warning for absenteeism, and any meeting called with the employee to investigate alleged serious misconduct on the part of the employee where, because of the circumstances of the alleged misconduct, it is likely that a suspension or dismissal would be imposed. The Employer shall advise the employee of this right prior to such a meeting.

Employees shall be notified in writing of the grounds for any written warning, suspension or dismissal with a copy to the Guild in the case of a final warning, suspension or dismissal.

Where practicable, before disciplining or dismissing an employee, the Employer will endeavour to give the employee an opportunity to provide an explanation.

ARTICLE 18-MILITARY SERVICE

(1801) An employee who has left or leaves the employment of the Employer to enter any kind of military service of the Canadian or Allied Governments during a state of war or under enforced military service shall, on release from such service, resume his position or a comparable one with a salary not less than that prevailing on his return for his experience rating on leaving.

(1802) Time spent in such service on or after September 3rd 1939, shall be considered service time with the Employer in computing severance pay, length of vacations, and all other benefits which depend in whole or in part upon the length of service with the Employer. Such service need not be credited in determining the employee's experience rating on return.

(1803) An employee leaving for such service shall receive accrued vacation pay.

(1804) If an employee, upon his return from such service, is found to be physically incapacitated to the extent that he is unable to resume his former employment, the Employer agrees to make all efforts to place him in other acceptable employment and shall consult with the Guild thereon. If such other employment is not found the employee shall receive his severance pay.

(1805) To ensure the benefits of this Article, application for resumption of employment must be made within 90 days after termination of such service, plus travel time from separation centre to place of employment.

(1806) **An** employee promoted to take the place of one entering such service may, upon the resumption of employment by such employee, be returned to his previous **position** and salary but at not less than the then current minimum for that position. **An** employee ~~so~~ promoted, and while such promotion is temporary, shall continue to accumulate experience credit in the classification **from** which he was promoted.

(1807) **An** employee hired as a replacement for one entering such service shall be covered by all the provisions of **this** Agreement, except by this military service clause, and except that such employee, on entering such service, shall be construed to be a dismissed employee and shall be given accumulated severance pay and pro-rata vacation pay.

(1808) **An** employee hired **as** a replacement for one entering such service shall be given preference over any new employee in filling a vacancy for which both are equally qualified other **than** the one caused by an employee entering such service.

ARTICLE 19-HIRING

(1901) **If** the Employer finds it necessary to fill vacancies or requires additional employees, he shall **so notify** the Guild.

(1902) The Employer agrees that when **hiring** it will not discriminate on the basis of membership or activity in the Guild; nor on the basis of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, **record** of offences, marital **status**, family **status** or handicap **contrary** to the provisions of the Ontario Human Rights Code.

(1903) The Employer agrees not to have or enter into any agreement with any other Employer binding such other Employer not to offer or give employment to the employees of the Employer.

(1904) The Employer shall post notices of vacancies **within** the Guild bargaining units for at least seven (7) days. Such notices shall use the proper classification title under **this** Agreement to describe the job where applicable and shall specify, if not specified in the contract, the salary grid and that premiums **or bonuses** are paid for the position. Advertising for candidates to fill such vacancies may commence no sooner than the first day of **posting** of the notice. Copies of such notices shall be sent to the Guild office.

The Employer agrees to interview all applicants from within the Guild bargaining units. The Employer shall **notify** the applicants of the **hiring** decision **before** a general announcement is made. Applicants shall be notified of the **status** of their application within **thirty** (30) days.

The Employer shall post **notices** at least four (4) times a year inviting applications for positions in the Editorial bureaus. Such notices shall indicate the year of appointment of the incumbent in each bureau, which positions the Employer is currently attempting to fill, and any new bureaus or new positions in existing bureaus. In addition, separate notices will be **posted** to announce new bureaus or

new positions in existing bureaus and unanticipated vacancies in bureau positions arising between the quarterly notices. All applicants for bureau positions which are vacant and which the Employer is seeking to **fill** will be interviewed before those positions are filled.

(1905) Notwithstanding Section 1904, the Employer shall not be required to interview an applicant who has been interviewed within the previous three (3) **months** for a position in the same department requiring similar **skills**, abilities and **qualifications**. However, such **an** applicant shall be considered for the position.

(1906) The Employer will post a notice to **inform** employees of beats which the Employer intends to establish or which are not currently assigned and which the Employer intends to assign. Any employee who applies to such a posted notice will be given an interview before such beat is assigned unless he has been interviewed regarding that beat in the last **six** (6) months.

ARTICLE 20-SECURITY

(2001) **An** employee in the probationary period, whether extended or **not**, may be terminated for any reason satisfactory to the Employer. There shall be no dismissal or any **form of** discipline of employees who have successfully completed their probationary period except for just and sufficient cause.

(2002) There shall be no **dismissals** of or other discrimination against any employee because of his membership or activity in the Guild; **nor as** a result of **this** Agreement coming into effect; nor on the basis of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual Orientation, age, record of offences, marital **status**, family **status** or handicap **contrary** to the provisions of the **Ontario Human Rights Code**. The Employer and the Guild recognize the right of employees to work in **an** environment free from sexual harassment. The Employer will not tolerate sexual harassment of employees.

(2003) Termination notice will be in accordance with the provisions of The Employment Standards Act of **Ontario**. Notwithstanding the foregoing it is understood that in the case of an economy **dismissal** in Section 2004, or a reduction in **staff** in Section 2004A, there will be a minimum of eight weeks' notice. In the case of a dismissal for alleged incompetence, at least two **weeks' notice will** be given and one week's notice will be given for any other dismissal except dismissal for gross misconduct, in which case no advance notice of dismissal need be given. Termination notice shall be in **writing** to the employee with a copy to the Guild and shall give the **reason** for the **dismissal**.

(2004) (a) Economy **dismissals** shall be made only when in the opinion **of** the Employer failure to reduce the staff would impair the financial stability of The Globe and Mail, or that the efficient production of The Globe and Mail would be impaired **if** such dismissals did not occur. In such circumstances, before any such **dismissals** are made

the Employer and ~~the~~ Guild will discuss other means of effecting necessary economies.

(2004) (b) There shall be no dismissals for a period of ~~three~~ weeks after a decision to reduce the force has been made in accordance with 2004 (a), during which time the Employer shall accept voluntary resignations from employees in the classifications involved. The number of employees to be dismissed shall be reduced accordingly.

(2004) (c) Employees will be dismissed within each classification on the basis of the reverse order of their total length of service since last hired provided the capabilities of the employees concerned are relatively equal and provided those remaining are qualified to perform the work required. Classification means a job classification listed within a wage p u p in Article 6 - Wages.

(2004) (d) The Employer will transfer an employee who has received notice of dismissal, at the request of such employee, to replace an employee in a lower classification in which he has worked and is qualified. He must subsequently prove competent. This shall apply when the employee to be replaced, who shall be the one with the least seniority in that classification, has less seniority than the employee to be transferred.

(2004) (e) An employee displaced in accordance with the foregoing may be similarly transferred under the provisions of subsection (d) above.

(2004) (f) An employee transferred to a lower classification shall be paid the top minimum for that classification.

(2004) (g) The employees ultimately dismissed shall be entitled to severance pay provided by Section 1101(a).

(2004A) The Employer has a right to introduce and use new processes or new equipment or machinery. The Employer will provide three months' notice to the Guild prior to the introduction of new processes or new types of equipment or machinery when such introduction would result in reduction in staff (other than employees probationary at the time the notice is given). For employees hired prior to January 1, 1977, the Employer agrees to effect by attrition any reduction in staff (other than probationary employees) resulting from the introduction of new processes or new equipment or machinery. The employer will provide retraining to qualify employees for relocation and such retraining will be at the time and expense of the Employer. There will be no reduction in salary for those dislocated by the introduction of new processes or new equipment or machinery. The Employer will notify the Guild of any new job classifications that are created as a result of the introduction of new processes, new equipment or machinery.

(2005) Any employee dismissed under Section 2004 or 2004A shall be offered the first opportunity in rehiring in each classification in the reverse order in which the dismissal was made, whenever a vacancy occurs in such classification within three years of the date of the dismissal.

(2006) Any employee who refuses a position in the classification from which he was dismissed

automatically terminates his claim to further employment by the Employer.

(2007) If there are no further dismissed employees of a classification and a vacancy develops in such classification, the remaining dismissed employee or employees from other classifications in the order of their overall seniority shall be offered employment in such classification or classifications, if their competence to perform the duties of the job has been established to the satisfaction of the Employer. Any dismissed employee who accepts employment in a lower classification, however, shall not lose the priority provided by his seniority for an opening in the classification from which he was dismissed.

(2008) To the extent permitted by the particular plan or benefit provisions, any employee who was dismissed under Section 2004 or 2004A and is rehired shall be credited with the length of service he previously accumulated in the employ of the Employer. In such cases severance pay accrual shall commence on the date of re-employment, provided there shall be no duplication of accrual credits in the event of re-employment.

(2009) The Employer will provide to the Guild notice of any offer of re-employment, and notice of the results thereof. Notice of an offer of re-employment shall be good and sufficient notice if delivered to the Guild and the last address the employee (or the Guild on behalf of the employee) has communicated to the Employer.

(2010) There shall be no imposition of unreasonable duties upon any employee constituting in fact a speed-up.

(2011) There shall be no reduction in staff because of vacations, holidays or sick leave where there is no reduction in the work load resulting from such occasions.

(2012) New employees shall be considered probationary employees for the first three months of their employment. The probationary period for part-time employees hired after the date of signing of this Agreement shall be thirty (30) shifts. When a temporary employee is hired as a regular full-time employee in the same job classification within four weeks of the end of his temporary employment, his probation shall be reduced by the length of his temporary employment. The probationary period may be extended, by mutual agreement, up to a further period of three months. There shall be a new three months' probationary period for a new employee found unsuitable within his first three months if the Employer tries him in another category or job classification. In such cases the Employer will give notice to the Guild. Probationary employees dismissed for any reason prior to the successful completion of their probationary period, whether extended or not, shall not have the right to grieve their dismissal under the grievance or arbitration procedures under this Agreement. Probationary employees whose probationary period is extended for a period beyond three months shall be entitled to insurance coverage for all benefit plans normally available to

employees who have successfully completed their probationary period.

(2013) Any employee who has successfully completed a probationary period in a position at The Globe and Mail outside the bargaining **unit** and who is subsequently transferred into the bargaining unit shall not be required to serve a new probationary period except by mutual agreement. However, if the employee is found unsuitable for any reason within three (3) months of the transfer the employee may be returned to his previous classification and **salary**.

ARTICLE 21-INFORMATION

(2101) The Employer shall supply the Guild on **signing**, mid-contract, and again three months before the expiry of the Agreement, with a list containing the following information for all employees covered by **this** Agreement:

- (a) Name, sex, social **insurance number**, address, and telephone number if available.
- (b) Date of **hiring** and **date** of birth.
- (c) Classification.
- (d) Experience rating and experience anniversary
- (e) **Salary**, except on signing.

(2102) The Employer shall notify the Guild monthly in writing of:

- (a) Step-up increases paid by name of the employee and effective date.
- (b) Changes in classification and effective date.
- (c) Resignations, retirements, deaths and any revisions in Section 2101 (d) above and effective dates.
- (d) The **data specified** in Section 2101 for each new employee.

ARTICLE 22-HEALTH AND SAFETY

The Employer and ~~the~~ Southern Ontario Newspaper Guild agree that a safe and healthy work environment is necessary to ensure the **well-being** of the employees.

(2201) The Employer and the Union shall establish a joint committee to investigate **all** aspects of health and safety in connection with the operation of ~~the~~ newspaper. The committee shall be composed of an equal number of Employer and **Union** representatives. The committee shall have the power to investigate all suspected health and safety hazards and recommend corrective measures where required. The Employer will respond in writing to each recommendation of the Committee within a reasonable **time**. Union representatives to the committee shall be afforded such time ~~off~~ as is **necessary** to transact activities within the **scope** of the committee and they shall suffer no loss of wages.

(2201A) The Health and Safety Committee is presently operating under guidelines, a copy of which **are** attached to **this** Agreement as Appendix B. The guidelines may be changed by the Health and Safety Committee, and are subject to the requirements of the Occupational Health and Safety Act as amended.

(2202) **An** employee requiring leave to participate in a recognized programme for the treatment of **drug** or alcohol abuse shall be granted such leave as is necessary under the provisions of Article 10, subject to reasonable limits on the length and repetition of any such leave. Proof of participation in such recognized programme shall be submitted to the Employer.

(2203) The joint Health and Safety Committee shall be given the **opportunity** to review and **discuss proposals** for the remodelling of work areas within its jurisdiction.

(2204) The Employer shall encourage the employees who work on VDTs to take annual eye examinations and shall make available the time to do **so**.

(2205) The Employer agrees to provide VDT glare screens in all cases where such **screens** are requested.

(2206) **A** pregnant employee may request that she not be assigned to VDT operation during the term of her pregnancy. Such an employee will be offered other work for which she is capable if the need for such work exists. If the position to which she is transferred carries a lower rate of pay her **salary** shall not be reduced. If no work exists for which she is qualified, she will be offered a leave of absence without pay **until** she **returns** from **maternity** leave.

(2207) The Employer shall provide for radiation emission testing once a **year** on **all** Video Display **Terminals** used by Guild members. Such testing shall include tests for x-radiation, very low frequency electric and magnetic fields, extremely low frequency electric and magnetic fields and ultrasound. **All test results shall be provided to** the joint Health and Safety **Committee**. The Employer agrees to provide **shielding where necessary**.

(2208) New ~~or~~ replacement video display **terminals** shall be tested **as outlined** in Section 2207 before being placed in service.

(2209) The Employer shall keep a record of chemicals currently ~~or~~ previously used at The Globe and ~~Mail~~, including their contents and properties and instructions for safe use. **and shall provide this** information to the joint Health and Safety Committee. No new chemical shall be used before the above information is available.

ARTICLE 23 • DURATION AND RENEWAL

(2301) **This Agreement shall take effect on July 1, 1992 and remain in effect until June 30, 1994. It is** mutually agreed that the scale ~~of~~ wages in Section 601 shall be effective from the **dates** set out therein but **all** other terms and conditions will become effective upon the signing of **this** Agreement. Either party may initiate negotiations for a new Agreement within ninety **days** of the termination of **this** Agreement. The terms **and** conditions of **this** Agreement shall remain in effect during such negotiations. If such negotiations do not result in a new Agreement prior to June 30, 1994, the new Agreement shall be made retroactive to July 1, 1994.

Date of signing JULY 16, 1993

The Globe and Mail Division of Thomson Newspapers Company Limited

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APPENDIX A

REGULAR PART-TIME

PART-TIME

DEFINITION	An employee who is regularly scheduled to work 17 1/2 hours or more but less than 28 hours a work week.	An employee who is scheduled to work less than 17 1/2 hours per week.
SICK LEAVE	Eligible after completion of 30 shifts worked. Payment of full day's pay made only for those days scheduled to work but absent due to illness.	Not eligible, except employees on staff prior to December 19, 1983.
STATUTORY HOLIDAYS	If worked on the holiday, paid double time plus regular day's pay. If holiday is not worked, paid a day's pay for the holiday.	If worked on the holiday, paid double time. If holiday is not worked, employee paid a day's pay only if: <ul style="list-style-type: none"> - employed 3 months or more, and - has worked 12 days or more in the 4 week period immediately preceding the holiday.
OHP	Compulsory unless exempt, Paid 100% by Company.	Not eligible.
EXTENDED HEALTH CARE	Optional after 3 months' service. Paid 100% by Company.	Not eligible.
DENTAL INSURANCE	Optional after 3 months' service. Paid 50% by Company.	Not eligible.
SEMI-PRIVATE HOSPITALIZATION INSURANCE	Optional, 50% Company paid.	Not eligible.
VACATION	Lump sum payment made annually by September 30 th based on years of continuous service at September 1st each year. <ul style="list-style-type: none"> - Less than 5 years, 6% of gross earnings - After 5 years, 8% of gross earnings - After 13 years, 10% of gross earnings - After 25 years, 12% of gross earnings 	Lump sum payment made annually by September 30 th based on the following as at September 1st each year. <ul style="list-style-type: none"> Less than 175 shifts worked • 4% 175 shifts or more worked • 6% After 5 years continuous service • 8% After 13 years continuous service • 10% After 25 years continuous service • 12%

APPENDIX B

GUIDELINES OF THE GUILD HEALTH AND SAFETY COMMITTEE

1. The Joint Health and Safety Committee shall consist of ~~not more than~~ five members selected by the employer and five members selected by the ~~union~~. Alternates may be allowed with the approval of the ~~co-chairs~~. Names and work ~~locations of~~ all joint ~~committee~~ members, and alternates, shall be posted conspicuously in the workplace.
2. The regularly scheduled meeting of the ~~committee~~ shall be on the first Tuesday of each month. The date of the regularly scheduled meeting ~~can~~ be moved by less than 15 days ~~as of right~~ by either of the co-chairs. Any change in the date of the meeting of more than 14 days ~~from~~ the regularly scheduled meeting date must be agreed to ~~by~~ both co-chairs.
3. ~~There~~ shall be two co-chairs, one from the employer and one from the workers; and each shall assume the chair duties at alternate meetings of the ~~committee~~. A co-chair may ~~designate~~ an alternate, ~~who~~ may or may not be a permanent member of the ~~committee~~. The alternate may take ~~on~~ any of the responsibilities of the co-chair.
4. A co-chair may, with the consent and approval of ~~his/her~~ counterpart, invite any ~~additional person(s)~~ to attend ~~the meeting~~ to provide additional ~~information~~ and comment, but they shall not participate in the regular business of the meeting.
5. The members of the committee who represent workers shall designate one of the members representing workers ~~to inspect~~ the physical condition of the workplace, accompanied by a management member of the committee, ~~not more often~~ than once a month. Appropriate supervisors should be encouraged to accompany the ~~inspections~~ whenever possible. Where an emergency prevents an employer member ~~from~~ attending a scheduled inspection, the employer will designate another representative to accompany the worker member.
6. ~~All~~ health and safety concerns raised during the physical ~~inspection will~~ be recorded on an appropriate workplace inspection ~~form~~ and signed by ~~both~~ members of the ~~inspection~~ team.
7. The workplace ~~inspection form will~~ be ~~forwarded~~ to the committee and appropriate department manager and ~~the~~ manager of Human Resources within ~~three~~ days of the workplace inspection.
8. The employer will supply a secretary for the ~~meetings~~ of the committee to take minutes and be responsible for having the minutes ~~typed~~, circulated and ~~filed~~, where possible, within one calendar week of the meetings, or ~~as~~ the ~~committee~~ may ~~from~~ time to time require. Minutes of the meetings will be reviewed and edited where ~~necessary~~ by the co-chairs, then signed and circulated to ~~all~~ committee members and a copy forwarded to ~~appropriate~~ management ~~committee~~ members. Agenda items will be identified ~~by~~ a reference ~~number~~ and be readily available ~~in~~ a proper ~~filing~~ system. Names ~~of~~ ~~committee~~ members ~~will~~ not be used in the minutes except to record attendance.
9. The ~~committee~~ shall have a quorum ~~of four~~ members present in order to conduct business, of whom two shall be members of management. One chair must be present in order to conduct business. If a ~~co-chair~~ is absent, the other co-chair ~~will~~ chair the meeting. The number of employer members shall not be greater ~~than~~ the ~~number of~~ worker members.
10. ~~All~~ items that are resolved or not will be reported in the minutes. Unresolved items will be placed on the agenda for ~~the~~ next meeting.
11. ~~All~~ employees will discuss their health and safety problems with their immediate supervisor, where practicable, before ~~bringing~~ them to the attention of the committee.

Southern Ontario Newspaper Guild
1253 Queen St. East
Toronto, Ontario
M4L 1C2

In view of the questions raised since The Globe and Mail joined Canadian Newspapers Co. Ltd., we would like to allay any fears that exist in the area in which the greatest concern has been expressed, we can give you assurance that we shall not dismiss Globe and Mail employees in Globe and Mail bureaus by reason of the use of Thomson News services.

Sincerely,

Diane Barsoski,
Vice President, Human Resources

Southern Ontario Newspaper Guild
1253 Queen St. East
Toronto, Ontario
M4L 1C2

In regard to the following matters:

Travel Insurance

The Company will continue the present \$25,000 accidental death insurance coverage for employees who travel away from home base on Company business. In the event of accidental death such amount will be payable to the employee's estate or as directed.

The insurance coverage is for death caused by an accident in consequence of and during the course of any business trip that requires travel outside the corporate limits of the town or city in which the insured person is regularly employed or has his residence excluding commutation travel. The foregoing is a general description of the plan, the provisions of the insurance policy will govern.

Accident Insurance

The Company will continue to share in The Globe and Mail Accident Insurance Plan by paying the premium cost of the first \$10,000 of coverage for those employees who take \$20,000 or more coverage. The Company will also continue with the present arrangement of paying the premium cost of the first \$5,000 of coverage for those who take \$10,000 of coverage.

Sincerely,

Diane Barsoski
Vice President, Human Resources

Southern Ontario Newspaper Guild
1253 Queen St. East
Toronto, Ontario
M4L 1C2

This will confirm the Agreement reached at negotiations that during the term of the Agreement discussion will be held on the subject of a four-day week. Costs, methods, productivity and operational effectiveness will be among the topics to be discussed and considered by the parties.

Sincerely,

Diane Barsoski,
Vice President, Human Resources

Southern Ontario Newspaper Guild
1253 Queen St. East
Toronto, Ontario
M4L 1C2

A committee to examine the subject of training employees in the Editorial Department shall be formed, to consist of not more than six nor less than four members from the Editorial Department with equal representation from The Globe and Mail and the Guild.

Sincerely,

Diane Barsoski,
Vice President, Human Resources

Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

The Employer agrees to meet with not more than three representatives of the Guild once a year to discuss concerns raised by the Guild about the Pension Plan.

Sincerely,

Diane Barsoski,
Vice President, Human Resources

The Globe and Mail
444 Front Street West
Toronto, Ontario
M5V 2S9

The Guild agrees that the Employer may continue to utilize staff from temporary employment agencies to cover unexpected peak load situations, short-term coverage of employees absent due to illness, and other projects of short duration for which hiring employees would not be feasible or practical.

Sincerely,

Paul Pellettier,
Executive Officer

Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

The intent of Article 503 is to ensure that employees who are permanently transferred to a higher-paid classification are paid more in the two years following the transfer than they would have been in accordance with their previous classification's salary scale in effect at the time of the transfer. The parties have agreed to meet to review and revise an employee's wage rate and/or anniversary date for the purpose of wage progression if an employee who is permanently transferred to a higher-paid classification will not earn more in the two years following the transfer than they would have earned in their previous classification in spite of the application of Article 503.

Sincerely,

Diane Barsoski
Vice President, Human Resources

Southern Ontario Newspaper Guild
1253 Queen St. East
Toronto, Ontario.
M4L 1C2

When dismissal to reduce staff is by reason of the contracting-out of work, the employee shall receive dismissal pay in a lump sum equal to one (1) week's pay for every five (5) months' continuous service or major fraction thereof up to a maximum of fifty-two (52) weeks' wages plus a further fifteen per cent (15%) of said lump sum plus a further five hundred dollars (\$500).

Nothing in this letter shall constitute an acknowledgement on the part of the Guild of any right of the Employer to contract-out work nor shall anything contained in this letter constitute an acknowledgement on the part of the Employer of any limitation on any right of the Employer to contract-outwork.

Sincerely,

Diane Barsoski
Vice President, Human Resources

Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, Ontario.
M4L 1C2

This will confirm our agreement with respect to Outside Activities and section 1604 of the collective agreement. The parties acknowledge that owing to the expanding activities of the Employer, it is necessary to recognize and protect the competitive position of The Globe and Mail with respect to other media and publications.

Accordingly, the parties agree that the outside activities of employees shall not consist of service performed for publications in direct competition with the Employees, or in other media when such performance would be in direct competition with The Globe and Mail.

The Employer agrees to meet the Guild to discuss the administration of the Outside Activities policy of the Employer.

Where the contents of section 1604 are in conflict with this letter, the terms of this letter shall prevail.

Sincerely,

Diane Barsoski
Vice President, Human Resources

Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

A committee to examine the child care concerns of Globe and Mail employees shall be formed. The committee shall consist of not more than eight employees with equal representation from The Globe and Mail and the Guild.

Sincerely,

Diane Barsoski
Vice President, Human Resources

The ~~Globe~~ and ~~Mail~~
444 Front Street West
Toronto, ~~Ontario~~
M5V 2S9

The Guild agrees that ~~the~~ four-day work week may be continued in those areas where it is currently in force. In Report on ~~Business~~, where there ~~are~~ some four-day shifts in the ~~editing area~~, The Globe will not convert the majority of positions to a four-day week unless it can ~~staff~~ those positions with employees consenting to work four-day schedules. For all ~~purposes~~ of this Agreement, the working ~~shift~~ and the ~~full~~ day for full-time employees on such a work week shall consist of eight-and-threequarter (~~8 3/4~~) hours falling within nine-and-threequarter (9 3/4) hours, provided that ~~shifts~~ of ~~varying~~ lengths may be implemented if the Employer and the Union agree. In applying Article ~~805~~ to the four-day work week, any reference to the number of scheduled days which the employee ~~has~~ worked in the pay week ~~shall~~ be applied as if it were ~~reduced~~ by one. The Employer ~~shall~~ make every effort not to ~~fill~~ a four-day vacancy by transferring an employee against his or her wishes. A complaint by ~~an~~ employee about such a move shall be dealt with, if ~~necessary~~, under the provisions ~~of the grievance procedure~~.

NOTE: The Guild has indicated ~~its~~ agreement to the varying ~~shifts~~ currently in force on the sports desk (~~3 x 9 + 1 x 8~~).

Sincerely,

Paul Pelletier
Executive Officer

Southern ~~Ontario~~ Newspaper Guild
1253 ~~Queen~~ Street East
Toronto, Ontario
M4L 1C2

The Employer ~~will~~ ~~continue~~ to pay, in the same manner as and in accordance with ~~its~~ past practice, the following monthly benefit ~~premiums~~ for employees who are in receipt of long ~~term~~ disability payments:

Group Life Insurance
~~OHIP~~
Blue ~~Cross~~ Extended Health ~~Care~~ Plan
Blue ~~Cross~~ Vision Care
Blue Cross Hospitalization Plan
~~Dental Plan~~
Accident Insurance

In addition, ~~the~~ Employer will pay, in the same manner as and in accordance with its past practice, the regular employee pension contributions on behalf of such employees.

Sincerely,

Diane ~~Barsoski~~
~~Vice~~ President, ~~Human~~ Resources

Southern ~~Ontario~~ Newspaper Guild
1253 ~~Queen~~ Street East
Toronto, Ontario
M4L 1C2

Travel is an inherent part of many Editorial positions and therefore employees are expected to ~~make~~ and ~~fund~~, necessary contingency child-care plans. In exceptional cases, however, The Globe and ~~Mail~~ will reimburse ~~an~~ employee's extraordinary child-care expenses, ~~arising from a need~~ to travel overnight with less than twenty four (24) hours' notice, up to \$30 ~~per~~ night for a maximum of two nights, if required. The employee will endeavour to obtain prior approval for these expenses unless ~~this is~~ not reasonably possible.

Sincerely,

Diane ~~Barsoski~~
Vice President, Human Resources

Southern **Ontario** Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

The Employer agrees to consider ~~requests from~~ full-time employees who wish to work part-time hours and share a full-time position with another employee. The Employer will have the sole discretion in deciding whether to agree to such requests.

The terms and conditions applicable to any such arrangement shall be **agreed** upon by the Employer, Guild, and the employees affected. It is understood that any such arrangements **will** be ~~for~~ a limited period of time. Where necessary, the Guild **will** agree to the employment of a temporary employee for the duration of such ~~an~~ arrangement.

Sincerely,

Diane Barsoski
Vice President, Human Resources

southern **Ontario** Newspaper Guild
1253 Queen **Street** East
Toronto, Ontario
M4L 1C2

The Employer agrees *to* consider requests ~~from~~ full-time employees who wish to ~~return~~ to work part-time hours during part of their maternity leave where in the Employer's opinion such an arrangement is operationally feasible. Where ~~necessary~~, the Guild will agree to the employment of a temporary employee for the duration of such an arrangement.

Any agreement between the Employer and an employee who is working part-time after returning ~~from~~ maternity leave which ~~predates~~ this letter shall prevail over ~~this~~ letter.

Sincerely,

Diane Barsoski
~~Vice~~ President, Human Resources

Southern **Ontario** _____ Guild
1253 Queen **Street** East
Toronto, **Ontario**
M4L 1C2

Senior members of **Editorial** management **will** continue to **make** themselves available, individually or **as** a group, to discuss with employees ~~from~~ **the** newsroom items of mutual concern regarding any aspect of the editorial product ~~or~~ the working environment in the ~~department~~,

Sincerely,

Diane Barsoski
Vice President, **Human Resources**

Southern **Ontario** Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

The Employer agrees to make a reasonable effort to notify a steward prior to any meeting at which **an** employee has the right **to** have a steward present.

Any failure to **so** notify a steward **shall** not affect the validity of any action taken against an employee at or after such a meeting.

Sincerely,

Diane Barsoski
Vice President, Human Resources

Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, **Ontario**
M4L 1C2

Employees shall be **entitled** to one (1) fifteen-minute break during the portion of the shift which falls before the meal **break and** one (1) fifteen-minute break during the portion of the shift which **falls after** the meal break.

Sincerely,

Diane Barsoski
Vice President, **Human** Resources

Southern **Ontario** Newspaper Guild
1253 Queen **Street** East
Toronto, Ontario
M4L 1C2

Pay equity increases required under a pay equity plan **intended** to comply with the requirement to post a pay **equity** plan on January 1, 1990 **resulting** from agreement **or** ordered by **the** Pay Equity Commission or any tribunal appointed under **The Pay Equity Act** will be retroactive to July 1, 1989.

Sincerely,

Diane **Barsoski**
Vice President, **Human** Resources

Southern Ontario Newspaper Guild
1253 **Queen** Street East
Toronto, Ontario
M4L 1C2

When substantive changes or **corrections** are made to the *copy* of a reporter beyond editing for **grammar**, style, clarity and length, **editors will** endeavour to consult with the employee before making **such** changes.

Sincerely,

Diane Barsoski
Vice President, Human Resources

Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

Any employee on a leave of absence for Guild business of up to two (2) months in duration granted by the Employer under the collective agreement shall continue to receive regular salary, pension coverage and the benefits listed below for the period of the leave of absence, subject to the employee continuing to have all regular deductions made from his salary on account of such pension and benefits. The Employer shall invoice the Guild for the employee's regular salary and the Employer's cost of such pension coverage and benefits for the employee during the period of the leave. The Guild shall pay all invoices promptly when rendered. The benefits to be continued are as follows:

- Group Life Insurance
- Provincial Health Insurance
- Blue Cross Extended Health Care Plan
- Blue Cross Vision Care
- Blue Cross Hospitalization Plan
- Dental Plan
- Accident Insurance
- Long Term Disability.

Sincerely,

Diane Barsoski
Vice President, Human Resources

Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

The Employer agrees to meet with not more than three (3) representatives of the Guild once a year to discuss concerns regarding relocation arrangements.

Sincerely,

Diane Barsoski
Vice President, Human Resources

Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

It is agreed that Les Buhasz is outside the bargaining unit as long as it is The Globe's intention that he be on The Globe's bargaining committee. Should this condition not apply, he may be challenged.

Sincerely,

Diane Barsoski
Vice President, Human Resources

Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

The following reflects our understanding and agreement with respect to the position of "News Editor", which is one of the specifically named exclusions under (102).

The Globe has represented that the incumbent of this excluded position is normally the sole managerial presence in the newsroom in the evening relative to news production for the front section, and would, under normal circumstances, have effective authority for editorial decisions for editorial content of the front section at such times, and would, where necessary, have authority to deal with front section personnel matters that might arise at such times.

It is agreed that if there is a significant change in the duties and responsibilities performed in the excluded position as set out above, this will suffice to constitute a "significant change" within the meaning of Article (104).

Sincerely,

Diane Barsoski
Vice President, Human Resources

A small rectangular box containing the handwritten number "25" and a horizontal line below it, likely a page number or a signature mark.