

COLLECTIVE AGREEMENT

BETWEEN
THE GLOBE AND MAIL
DIVISION OF
CTVGLOBEMEDIA PUBLISHING INC.

AND



COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA

LOCAL 87-M

SOUTHERN ONTARIO NEWSMEDIA GUILD

EFFECTIVE
JULY 1, 2009 TO JUNE 30, 2014

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THE GLOBE AND MAIL

AND

CEP LOCAL 87-M

SOUTHERN ONTARIO NEWSMEDIA GUILD

JOINT POLICY STATEMENT

ON HARASSMENT

The Globe and Mail and the Union agree that harassment of an employee is not acceptable, whether it be sexual harassment, harassment on the basis of race or any other ground prohibited by the Ontario Human Rights Code, or any other form of personal harassment, and whether the harasser is an employee, a customer, or a member of the public.

Behaviour and/or comments directed at an employee that are perceived by the employee to be threatening, demeaning or humiliating will not be tolerated.

The Globe and Mail and the Union will investigate complaints of harassment brought to our attention and will take steps to protect employees from harassment and to bring the harassment to an end.

QUICK GUIDE...

Major subjects covered in the contract are summarized below. Provisions that apply to all departments appear at the beginning of the contract:

DURATION AND RENEWAL OF THE CONTRACT

Page 3

HEALTH AND SAFETY COMMITTEE GUIDELINES

Page 5

(See also Article 22 and letter of understanding regarding the repetitive strain injury subcommittee)

LETTERS OF UNDERSTANDING APPLYING TO ALL DEPARTMENTS

Page 8

These cover, among other subjects, use of staff from temporary employment agencies; promotions; severance pay on layoff due to contracting out of work; joint committee on child care; benefit coverage during long-term disability; job sharing; part-time work after maternity leave; notification of steward prior to a meeting which an employee has the right to have a steward attend; two fifteen-minute breaks; leaves of absence for Union business; workplace voting for union elections; time off for union stewards; repetitive strain injury sub-committee; travel and accident insurance; joint discussions on four-day weeks; the combination of bargaining units; monthly labour/management meetings; pension plan changes; deferred compensation leave plan; repetitive strain injury treatment costs. *(See also Letters of Understanding in Schedules and Letters Outside the Contract below.)*

The numbered Articles and the Letters of Understanding below appear in the five Schedules of the Agreement. Once you find the subject you want, refer to that Article in the Schedule that applies to your department.

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Article Subject

1. COVERAGE: Who is covered by the agreement.
2. UNION SHOP: Union membership rules; no interference with Union; information for new employees.
3. DUES DEDUCTION: How Union dues are paid.
4. HOURS AND OVERTIME: Work week; working shift; overtime rates; overnight shifts; calls to return to work; work on a day off; how overtime is taken; work schedules and changes to work schedules; days off. *(See also Article 8 and letter of understanding regarding two fifteen-minute breaks.)*
5. GENERAL WAGE PROVISIONS: Rate of pay based on experience; salaries above contract minimums; no pay cuts; work in higher classifications; promotion; night differential payments; special wage rates; salaries for new job classifications or in the event of a significant change in duties and responsibilities.
6. WAGE RATES
7. VACATIONS: Length of vacation; selection of dates according to seniority; prime vacation period defined;

lieu days for holidays during a vacation period; vacation pay calculation for employees who leave or die; unpaid leaves and vacation entitlement; vacation pay for part-time and temporary employees. (*See also letter of understanding regarding changes in vacation entitlement.*)

8. **RECOGNIZED HOLIDAYS:** Rates of pay; overtime on holiday; time off in lieu of premium or overtime pay for holiday work; lieu day where day off falls on a holiday; overtime in a holiday week.
9. **GROUP INSURANCE AND RETIREMENT:** Life insurance coverage and pension plan. (*Additional insurance benefits and pension plan changes are outlined in letters of understanding.*)
10. **SICK LEAVE:** Paid sick leave rules; Ontario Health Insurance plan (OHIP); Extended Health Care (including RSI treatment – *see letter of understanding regarding RSI treatment costs*) and Vision Care and Hospitalization Plans; long term disability plan; Dental Plan. (Benefit coverage while on long term disability is outlined in a letter of understanding.)
11. **SEVERANCE PAY:** Payments when dismissed or when staff is reduced. (*See also Article 20 (19 in Advertising) and letter of understanding regarding severance pay on layoff due to contracting out of work.*)
12. **EXPENSES AND EQUIPMENT:** General expense submissions; mileage; automobiles; damage to employee's automobile; protective equipment and necessary working equipment provided; maintenance of employee's typewriter; payments for camera equipment; safety shoes; safety glasses; tools; uniforms and coveralls; reimbursement of DR and Advertising auto insurance premiums for business use. (*Editorial child care expenses and DR and Advertising automobile insurance are covered in letters of understanding.*)

13. LEAVES OF ABSENCE: Personal leave; leaves for Union business; jury duty; bereavement leave; pregnancy and parental leave; paid family illness or emergency and personal emergency leave; effect on service; deferred compensation leave plan. (*See also letter of understanding regarding deferred compensation leave plan.*)
14. PART-TIME AND TEMPORARY EMPLOYMENT: Part-time employee defined; use of part-time for full-time vacation coverage; temporary employee defined; eligibility for rehire as temporary; calculation of service when temporary employee is rehired; no elimination or displacement of full-time employees; benefits for part-time and temporary employees (*see also Article 7 and Appendix A*). Calculation of length of service for part-time employees' benefits and salary advancement and job sharing and part-time work after maternity leave are dealt with in letters of understanding.
15. TRANSFERS: Changes in job or job locations; DR district transfers (*See also Article 20 (19 in Advertising).*)
16. MISCELLANEOUS: Editorial bylines; Union bulletin boards; struck work and honouring of Union picket lines; outside activities; re-use and syndication of Editorial employee's work; copy paid for by advertisers; letters to the Editor concerning an employee's work; personnel files; no strikes or lockouts during agreement; protection of Union work.
17. GRIEVANCE PROCEDURE: Grievances; arbitration; right to presence of steward at any disciplinary meeting and certain investigatory meetings; written notice of grounds for written warning, suspension or dismissal; employee opportunity to provide explanation before discipline. (*see also Article 20 (19 in Advertising) and 'How to File a Grievance', page 206; notifications to stewards prior to disciplinary and like meetings is dealt with in a letter of understanding*).

18. **MILITARY SERVICE:** Not in advertising. The full provisions of this article remain in force, but are unpublished in an effort to shorten the length of the printed version.
19. **HIRING:** Discrimination protection; job postings; right to an interview, notice of decision, and notice of status of application within 30 days; beat assignments and posting of beat vacancies. *Article 18 in Advertising.*
20. **SECURITY:** Dismissal and discipline only for just and sufficient cause (*see also Article 17*); restriction on use of telephone monitoring in Circulation and Advertising; discrimination protection; no sexual harassment; termination notice; procedures for economy dismissals; technological change; rehire rights; no speedups; vacation, holiday and sick leave coverage; probation period and rights of probationary employee; employees transferred into the bargaining unit. *Article 19 in Advertising.*
21. **INFORMATION:** Records provided to the Union. *Article 20 in Advertising.*
22. **HEALTH AND SAFETY:** Joint Company-Union committee; alcohol and drug rehabilitation; remodelling of work areas; VDT protection; chemical information. *Article 21 in Advertising.*

APPENDIX A: Part-Time Benefits (*See also Article 7 and Article 14.*)

APPENDIX B (Editorial): Provisions governing Financial Times employees.

LETTERS OF UNDERSTANDING IN SCHEDULES:

Letters of understanding relevant to a particular department are found at the end of the Schedule applicable to that department. These cover, among others;

EDITORIAL: war risk coverage; outside activities; four-day week; child care expenses; discussions with senior editorial management on the product or working environment; sub-

stantive changes to a reporter's copy; joint discussions on relocation arrangements; special rules for new ventures;
ADVERTISING: experience ratings; posting vacant positions within sales classifications; automobile insurance; Bell Globe Media Interactive jobs classifications; bargaining unit coverage extension to Province of Ontario.
CIRCULATION: short shifts for part-time Customer Service Representatives;
DISTRICT REPRESENTATIVES: automobile insurance; allowance for covering an additional district; alternating four-day and six-day work weeks;
MAINTENANCE AND DELIVERY: coveralls; heavy bundles; protective jackets;
(See also Letters of Understanding Applying to All Departments above.)

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PREAMBLE

This Agreement is made on this 6th day of July, 2009 between The Globe and Mail Division of CTVglobemedia Publishing Inc., hereinafter known as the Employer, and Communications, Energy and Paperworkers Union of Canada Local 87-M, Southern Ontario Newsmedia Guild, hereinafter known as the Union, for itself and on behalf of all the employees of the Employer described in Article 1 of each of the following Schedules A to E of this Agreement.

DURATION AND RENEWAL

This Agreement shall take effect on July 1, 2009 and remain in effect until June 30, 2014. It is mutually agreed that the scale of wages in Section 6.01 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 (90) 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, 2014, the new Agreement shall be made retroactive to July 1, 2014.

Date of signing: January 6, 2010

The Globe and Mail Division of CTVglobemedia Publishing Inc.

Kendra Schacht [Signature]
[Signature] [Signature]
[Signature] [Signature]

The Communications, Energy and Paperworkers Union of Canada
Local 87-M, Southern Ontario Newsmedia Guild

Neil Kelly Fred Andrew
[Signature] [Signature]
Hindy Kennedy [Signature]

**APPENDIX I
GUIDELINES
OF THE
JOINT 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 work-place.
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.

COMMON LETTERS OF UNDERSTANDING

RE: AGENCY STAFF

The Union 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.

RE: ARTICLE 5.03

The intent of Article 5.03 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 the 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.

RE: SEVERANCE PAID ON STAFF REDUCTION DUE TO CONTRACTING-OUT OF WORK

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 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 Union 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-out work.

RE: CHILD CARE CONCERNS

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

RE: BENEFITS WHILE ON LONG TERM DISABILITY

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 Plan
- OHIP
- Extended Health Care Plan
- Vision Care Plan
- 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.

RE: REQUESTS TO SHARE A FULL-TIME POSITION

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, Union and the employees affected. It is understood that any such arrange-

ments will be for a limited period of time. Where necessary, the Union will agree to the employment of a temporary employee for the duration of such an arrangement.

RE: REQUEST TO WORK PART-TIME HOURS
DURING MATERNITY LEAVE

The Employer agrees to consider request 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 Union 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.

RE: STEWARD NOTIFICATION

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.

RE: BREAKS

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.

RE: PAY EQUITY

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 June 30, 1998.

RE: SALARY AND BENEFITS WHILE ON LEAVE
FOR UNION BUSINESS

Any employee on a leave of absence for Union business of up to (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 Union 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 Union shall pay all invoices promptly when rendered. The benefits to be continued are as follows:

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

RE: REPETITIVE STRAIN INJURY SUB-COMMITTEE

The parties are committed to undertaking initiatives with the goal of eliminating the incidence of Repetitive Strain Injury (RSI) in the workplace.

To this end, a sub-committee of the joint health and safety committee is being established to investigate measures that can be taken to achieve viable solutions to this issue. The sub-committee will submit its recommendations to the Employer and those recommendations will be implemented insofar as they are reasonable and practicable.

RE: DUPLICATIVE LANGUAGE

During the term of the Agreement, the parties will explore

the elimination of duplicative language from the Agreement.

No change will be made to the language of the Agreement without the agreement of both parties.

RE: DISCUSSION OF A FOUR-DAY WORK WEEK

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.

RE: MONTHLY LABOUR MANAGEMENT MEETINGS

The Company and the Union agree to continue their monthly labour/management meetings throughout the duration of the Agreement.

RE: TRAVEL, ACCIDENTAL DEATH &
DISMEMBERMENT INSURANCE

The company will provide \$100,000 accidental death and dismemberment insurance coverage for employees who are traveling on business to a point or points located away from the premises of the employer. Coverage begins at the actual start of an anticipated trip whether it is from place of employment, home or other location. This coverage terminates upon return to home or place of employment. This benefit is payable, in addition to any other insurance benefits, for paralysis, loss of life, limb, sight, speech or hearing which is the result of accidental bodily injuries and which occurs within 365 days from the date of the accident.

Commuter Travel is not covered under this plan and shall mean travel in a private vehicle, directly to and from your usual place of residence and work.

The foregoing is a general description of the plan; the provisions of the insurance policy will govern.

RE: COMBINATION OF BARGAINING UNITS

The parties agree that the Memorandum of Agreement between the parties dated January 31, 1996 concerning the continuation of the combination of bargaining units will remain in force until the coming into force of a renewal Collective Agreement upon the expiry of the current Collective Agreement (July 1, 2009 – June 30, 2014).

RE: RSI MEDICAL TREATMENT

The Company has agreed to provide a fund of up to \$10,000 which the Union and the Company will jointly administer in order to defray the cost of RSI treatment for employees who have exceeded the monetary limits provided under the Employer's Extended Health Care benefit.

These annual limits shall be non-cumulative. Requests for treatment expenditures beyond the limit of the annual funds listed above shall be considered at the discretion of the Company which shall be exercised reasonably.

RE: PENSION BENEFITS

Effective January 1, 2011, existing members of the defined benefit pension provisions will be given the option to 1) cease earning credited service under the defined benefit provisions and thereafter participate in the defined contribution provisions of the plan; or 2) continue earning credited service under the defined benefit provisions of the plan. No employee will join the defined benefit provisions of the plan on or after July 3, 2009. All new employees hired on or after July 3, 2009 will enroll in the defined contribution provisions of the plan, subject to the eligibility provisions of the plan.

The following amendments/upgrades have been made to the Pension Plan.

Base Year Upgrades:

Effective January 1, 2008 – move to 2003 base year.

Early Retirement

Effective January 1, 1997 there will be no actuarial reduction in pension benefits for employees who retire at or after age 62.

Early Retirement Reduction Factors – Annual

Age 61 – 4% reduction in retirement benefit

Age 60 – 8% reduction in retirement benefit

Age 59 – 14% reduction in retirement benefit

Age 58 – 20% reduction in retirement benefit

Age 57 – 26% reduction in retirement benefit

Age 56 – 32% reduction in retirement benefit

Age 55 – 38% reduction in retirement benefit

Early Retirement Reduction Factors – Monthly

From age 60 to age 62 – 0.33% per month

From age 55 to age 60 – 0.5% per month

It is agreed that the retirement benefits provided by the Pension Plan for employees in the bargaining unit (including changes negotiated in this Collective Agreement) shall not be changed without the agreement of the Union during the operation of this Collective Agreement, except for changes which are necessary in order to comply with legislation or to protect the value of retired members' benefits against inflation.

RE: DEFERRED COMPENSATION LEAVE PLAN

Pursuant to Article 13.09 of the Agreement, employees who have completed a minimum of twelve (12) months' continuous active employment shall be entitled to participate in a self funded voluntary leave plan. Employees who wish to participate shall execute any documents required to provide for the initiation of the Plan or to give effect to its terms.

Conditions of the leave plan are as follows:

1. The Plan shall meet all the requirements of the Income Tax Act. Employees shall be responsible for the tax consequences of their participation in the Plan and

of any failure to comply with the requirements of the legislation or the Plan.

2. The leave must be for a minimum of six (6) months and no longer than twelve (12) months. The contributions shall be no more than 33 1/3 % of earnings and no less than 5% of earnings. An employee who participates in the Deferred Compensation Leave Plan must take his or her leave not later than six (6) years following the commencement of his or her participation in the Plan.
3. The funds being deferred shall be held in trust in a bank account with a financial institution arranged by the Employer. Interest on the account (net of any charges levied by the financial institution in connection with the establishment and maintenance of the trust account) shall be paid to the employee annually.
4. Funds from the trust account will be paid to the employee on a biweekly or lump sum basis during the leave. In the event of the death or termination of the employee prior to payments being made to exhaust the funds in the trust account for that employee, the balance shall be paid to the employee or at the employee's direction.
5. During the leave, benefits will continue provided that the employee pays the full (Employer and employee portions) premium cost of such benefits, except that there shall be no sick leave benefit or Long Term Disability coverage during the leave period. In the event that the employee is not fit to return to work at the end of the leave period, sick leave with full pay as defined in Article 10 shall commence on the date on which the employee was scheduled to return to work.

Employees going on leave may opt out of any of the benefit plans for which they are enrolled. Upon returning to work, the employee may re-enroll in the same benefit plans.

Pension contributions and service credits for the purpose of the pension plan will accrue as normal throughout the duration of the arrangement. Regardless of the amount of salary deferred, employees will make contributions to the pension plan based on 100% of their unadjusted regular earnings during both the deferral and leave periods of the arrangement. During the deferral period, pension contributions will be deducted at source as normal. Prior to going on leave, the employee will make a payment for all pension contributions in respect of the period of the leave.

6. Articles 7.07 and 13.08 apply to employees on leave.
- 7a. The employee must give the Employer irrevocable written notice of his or her request for leave under the Plan at least six (6) months prior to the requested start date of his or her intended leave. In addition, the employee shall indicate the period of leave requested and shall confirm the return date, in writing, thirty (30) days in advance of the scheduled return.
- b. The only exceptions to (a) above shall be that the employee may withdraw from the Plan in the event of Long Term Disability, termination of employment, death or any other reason as agreed by the employee and the Employer.
8. Selection of employees who apply for a leave pursuant to the terms of the Plan shall be on the basis of first come, first considered (subject to paragraphs 9 and 11 following). The same principles shall apply in the event that two or more employees request leave for the same period or starting at the same time and all applicants cannot be accommodated.
9. An employee shall not be entitled to leave in circumstances where his or her absence might interfere with the normal business or operations of the Employer. Employees are cautioned that operational requirements are likely to preclude leave being granted to all

otherwise eligible employees at their preferred times and that, therefore, employees shall be responsible for ascertaining the availability of leave opportunities and ensuring, to the extent possible, that they shall be able to obtain leave within the parameters of the Plan and the Income Tax Act requirements.

10. An employee who is absent on leave may be replaced by a part-time or temporary employee for the full duration of his or her leave, notwithstanding any limitation or restriction otherwise applicable under the provisions of Article 14.
11. An employee shall not be permitted to use leave under the Deferred Compensation Leave Plan to extend any other leave obtained pursuant to the Collective Agreement or statute. Accordingly, upon completing a period of leave taken under the terms of the Plan, the employee must return to active employment for a minimum of six (6) months before being eligible for any other leave (except leaves provided for in articles 13.03, 13.04, 13.05, 13.06 and 13.07). An employee shall not be entitled to commence a leave under the terms of the Plan if the employee would be or become eligible for another leave commencing during or immediately after the leave to be taken under the terms of the Plan.
12. In accordance with the requirements of the Income Tax Act, the employee must return to work for a period of time at least equal to the period of the leave.
13. Subject to mutual written agreement between the Employer and the employee six (6) months prior to the requested start date of the leave, the employee shall return to his or her prior position and classification at the appropriate rate of pay for that classification. If the employee's position in that classification no longer exists, the employee shall be placed in a comparable position in that classification. If the employee's classification has been affected by a staff reduction, the employee shall

be placed in a job classification which the employee may be entitled to claim by virtue of his or her qualifications, abilities, and seniority. In the event that the employee's classification is affected by a staff reduction during the employee's leave, the employee shall, for all purposes associated with the staff reduction (including but not limited to any notice requirements), be treated as if he or she was at work and actively employed.

RE: CEP HUMANITY FUND

The employer shall in each pay period, deduct \$0.01 per hour for all regular hours worked from the wages of employees covered by this Collective Agreement.

The monies so deducted shall be remitted to the charitable foundation known as the CEP Humanity Fund no later than the 10th day of the month following the month in which the hours were worked. The Employer shall also include with the remittance the number of employees for whom contributions have been made.

The first deduction for the fund will be made the fifth week following ratification of the Agreement.

It is understood that participation in the program of deductions set out above is voluntary. Employees who do not wish to participate must so inform the Employer within thirty (30) days of the ratification of the Agreement or within thirty (30) days after being hired.

All such employee contributions to the CEP Humanity Fund shall be recorded on the employee's T4 form.

RE: PART-TIME ADVANCEMENT ON WAGE SCALE
AND BENEFITS

This letter shall supercede Article 14.05 of the Collective Agreement during the term of the agreement.

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.

RE: EMERGENCY LEAVE DAYS

It is understood that employees are entitled to unpaid leave for family emergencies totaling 10 days per year under the Employment Standards Act. It is further understood that the use of paid leave for family emergencies granted under the collective agreement shall be counted as part of this entitlement and to the extent possible, used prior to the use of unpaid days. For further clarity, the parties agree to the following protocol.

Employees, prior to using unpaid leave must first use their paid leave for Family Emergency under Article 13.07 of the Collective Agreement.

It is further understood that should an employee be required to use paid bereavement leave under Article 13.05 of the Collective Agreement in any calendar year, such leave shall be taken prior to using unpaid days. The number of days used under either Article 13.05 or 13.07 shall be deducted from the total annual entitlement under the ESA.

Notwithstanding the foregoing, this letter shall not be interpreted to deny an employee access to bereavement leave to which he or she is entitled under the Collective Agreement.

RE: LTD BENEFITS COMMITTEE

The parties agree to establish a committee to investigate the issue of the intergration of LTD benefits and CPP benefits. The committee shall report back to the parties no later than six (6) months following the signing of this agreement.

RE: DIVERSITY/EMPLOYMENT EQUITY

The Parties agree to establish a joint Employment Equity Committee.

The Committee will have the mandate to develop an Employment Equity Plan for The Globe and Mail and CEP Local 87M.

The Committee will develop a plan that would have the structure of an employment equity plan under the *Employment Equity Act* of Canada.

The Committee shall hold its first meeting no later than ninety days following the signing of this collective agreement.

The committee will have an ongoing role to monitor and make recommendations it feels appropriate.

RE: UNION ELECTIONS & REPRESENTATION

To expire at the duration of this collective agreement and must be renewed.

Workplace Voting

The employer agrees that the union may hold annual balloting for elected positions in the workplace provided there is no disruption to the operation and provided advance notice is given to the Employer.

Union Representation

- a) Upon notification in writing by the Union, the Employer will recognize the Union Executive and a reasonable number of stewards to a maximum of nine to service grievances in the manner provided under the Agreement, and the Union will regularly provide the Employer with an up-to-date stewards list.
- b) The Union agrees that stewards and Union Executive Committee members have their regular work to perform on behalf of the Employer, and in recognition of that neither a steward nor an Executive Committee member will leave his regular duties to service a grievance or attend a meeting with the Employer, without first obtaining permission from his or her supervisor, which will not be unreasonably withheld. Stewards and Executive Committee members shall advise their

supervisors of the expected length of absence from duties and report to them upon their return to work.

Union Office

The employer shall provide to the Union an office for its sole and exclusive use. It is understood that the office will be used by the union for its representational obligations. These obligations include but are not limited to the storage of appropriate documents, meetings with members and the preparation of grievances.

SCHEDULE (A)

EDITORIAL

SCHEDULE (A) – EDITORIAL
Effective July 1, 2009 to June 30, 2014

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ARTICLE 1 – COVERAGE

(1.01) This Schedule covers all employees of the Employer in the Editorial Department.

(1.02) The following are excluded from the application of this Agreement: Editor-in-Chief, Associate Editor Staff and Training, Deputy Editor, Comment Editor, National Editor, Foreign Editor, Deputy National Editor, Ottawa Bureau Chief, Bureaus Editor ROB, Deputy Editor ROB, Investment Editor ROB, Editor ROB Magazine, Night Editor, Presentation and Production Editor, Presentation Production News Editor, Globe Review Editor, Deputy Editor Review, Photo Editor, Deputy Sports Editor, Executive Editor, Managing Editor News, Managing Editor Features, Editor Report On Business, Executive Art Director, Deputy Managing Editor ROB, Deputy Editor ROB Magazine, Associate Features Editor, Head Librarian, Sports Editor, Manager Editorial Board, Editor globeandmail.com, Editor Special Reports, Deputy On-Line Editor, Toronto Editor, Production Editor, British Columbia Editor, Globe Life Editor, Deputy Globe Life Editor, Managing Editor Digital Innovations, Executive Editor globeandmail.com, Confidential Secretary to the Editor-In-Chief and five (5) additional Confidential Secretaries, 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.

(1.03) 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.

(1.04)(a) The Union may challenge the incumbent of

a specifically named exclusion in (1.02) 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;

(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 – UNION SHOP

(2.01) 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 Union or who thereafter becomes a member of the Union, 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 Union or (2) advise the Union in writing, by registered mail, that he or she does not wish to become a member of the Union. As an alternative to the registered mail, the Union office will give the sender a receipt for such notification. The Union agrees that it will retain in membership any employee subject to the constitution and the by-laws of the Union. An employee dismissed under this Article, shall not receive severance pay.

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

(2.03) The Employer agrees to advise new employees that a collective agreement is in effect and of the conditions of employment with regards to Union membership and deduction of Union 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 Union 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 thirty (30) minutes for the purpose of acquainting the new employee with the benefits and responsibilities of Union membership.

ARTICLE 3 – DUES DEDUCTION

(3.01) The Employer shall deduct from the earnings of each employee covered by this Agreement and pay to the Union not later than the 15th day of each month all Union dues and assessments. Such dues and assessments shall be deducted bi-weekly from the employees' earnings in accordance with a schedule furnished the Employer by the Union. Such schedule may be amended by the Union at any time. The Employer shall, when remitting dues and assessments to the Union, give the names of the employees from whose pay deductions have been made and the amount of the deduction.

ARTICLE 4 – HOURS AND OVERTIME

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

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

(4.03) 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 8 hours in a shift or 40 hours in a work week (defined as Monday to Sunday), or any work performed at hours not scheduled, as provided in section 4.05. Any employee who is assigned to work a 6th or 7th shift in the work week, shall be paid for those hours worked at the rate of one and one-half times the regular straight time rate provided the employee has worked a regular five day week.

(4.03)(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 a.m.

(4.04) An employee required to work after his 8 hours of work in a day or 40 hours in a week shall be 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 applicable rate with a minimum of a full day's pay. 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.

All existing lieu days as of July 1, 2009 must be used by August 31, 2010. Any lieu days accumulated from July 1, 2009 onwards must be used within 90 days or will be paid out.

(4.05) 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 4.03 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.

(4.06) Schedules of days off shall be posted at least two weeks in advance. When days off are changed within two (2) weeks by other than mutual consent, the day off worked shall be at the overtime rate. Employees shall be given two (2) consecutive days off if requested. The Employer shall not be required to give two (2) consecutive days off to temporary employees hired to cover for vacations during the period of April 15 to September 30.

(4.07) The Employer shall cause a record of all overtime

to be kept. Such record shall be made available to the Union on request.

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

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

ARTICLE 5 – GENERAL WAGE PROVISIONS

(5.01) **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 Union 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 his 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.

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

(5.03) **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.

(5.04) **Salaries Above Minimum.** The minimum wages established herein are minimums only. Salaries above those provided in Section 6.01 may be paid to an individual employee as recognition of individual merit and performance. The Union may represent employees in bargaining for such salaries.

(5.05) **Night Differential.** Any employee, any part of whose shift is worked at any time between 8 p.m. and 6 a.m. shall receive a night differential of \$13.00 for each such shift worked.

(5.05)(a) So long as 2-10 a.m. is not assigned as a full week's shift, an employee who works the 2-10 a.m. 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 a.m. Sunday shift will be rotated amongst employees and no employee shall be required to work more than seven such shifts in any calendar year.

(5.06) Payment of wages shall be made once every two weeks.

(5.07) 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.

(5.08) 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.

(5.09) 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.

(5.10) In the event that a new job classification is created or in the event of a significant change in the duties and responsibilities of a position, the Employer and the Union will discuss and attempt to agree upon the proper classification and salary scale for the position. Failing agreement, the matter may be referred to arbitration for a final and binding determination.

ARTICLE 6 – WAGES

(6.01) 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 a.m. on the dates shown.

Those employees in the Group Hh (Editorial Assistants) classification whose salaries are above the wage grids as set out in the classifications below shall be green circled and receive the applicable percentage increases above to their current salary in the third, fourth and fifth year of these agreements.

Group AA

ROB News Editor, ROB Assistant Editor, Art Director-News, Assistant National Editor, Focus Editor, Magazine

Managing Editor, Assistant Editor-Editorial Board, Assistant News Editor, Project Editor, Magazine Senior Editor, ROB Magazine Art Director, Travel Editor, Graphics Editor, Assistant Sports Editor, Deputy Photo Editor, Style Editor, Deputy Foreign Editor, Real Estate Editor, Globe Television Editor, Globe Auto Editor, Careers Editor, Globe Toronto Editor, Books Editor, Deputy Production Editor.

<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
\$1,643.01	\$1,643.01	\$1,675.87	\$1,717.77	\$1,760.71

Group A

Editorial Writer, Editorial Cartoonist, Foreign Correspondent, Columnist, Critic, Desinations Art Director, Assistant Art Director.

<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
\$1,629.18	\$1,629.18	\$1,661.76	\$1,703.31	\$1,745.89

Group B

Editorial Social Studies, Assistant Focus Editor, Editor, Senior Editor, Facts and Arguments Editor, Obituaries Editor, Letters Editor.

<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
\$1,619.22	\$1,619.22	\$1,651.60	\$1,692.89	\$1,735.22

National Correspondent

	<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
After 1 Yr.	\$1,476.57	\$1,476.57	\$1,506.10	\$1,543.75	\$1,582.35
After 2 Yrs.	\$1,559.41	\$1,559.41	\$1,590.60	\$1,630.36	\$1,671.12
After 3 Yrs.	\$1,619.22	\$1,619.22	\$1,651.60	\$1,692.89	\$1,735.22

*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

Assistant Photo Editor, Assistant Travel Editor, Copy Editor,

Design Editor, Magazine Associate Art Director, ROB Magazine Production Editor, ROB Magazine Photo Editor.

	<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
Start	\$ 954.05	\$ 954.05	\$ 973.13	\$ 997.46	\$1,022.40
After 1 Yr.	\$ 990.71	\$ 990.71	\$1,010.52	\$1,035.79	\$1,061.68
After 2 Yrs.	\$1,106.44	\$1,106.44	\$1,128.57	\$1,156.78	\$1,185.70
After 3 Yrs.	\$1,214.72	\$1,214.72	\$1,239.01	\$1,269.99	\$1,301.74
After 4 Yrs.	\$1,344.67	\$1,344.67	\$1,371.56	\$1,405.85	\$1,441.00
After 5 Yrs.	\$1,515.34	\$1,515.34	\$1,545.65	\$1,584.29	\$1,623.90
After 6 Yrs.	\$1,599.26	\$1,599.26	\$1,631.25	\$1,672.03	\$1,713.83

Group D

Assistant Chief Librarian, Make-up Editor, Reporter/Copy Editor-Web.

	<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
Start	\$ 942.18	\$ 942.18	\$ 961.02	\$ 985.05	\$1,009.68
After 1 Yr.	\$ 978.38	\$ 978.38	\$ 997.95	\$1,022.90	\$1,048.47
After 2 Yrs.	\$1,092.67	\$1,092.67	\$1,114.53	\$1,142.39	\$1,170.95
After 3 Yrs.	\$1,199.61	\$1,199.61	\$1,223.60	\$1,254.19	\$1,285.55
After 4 Yrs.	\$1,327.94	\$1,327.94	\$1,354.50	\$1,388.36	\$1,423.07
After 5 Yrs.	\$1,496.48	\$1,496.48	\$1,526.41	\$1,564.57	\$1,603.68
After 6 Yrs.	\$1,579.35	\$1,579.35	\$1,610.93	\$1,651.21	\$1,692.49

Group E

Reporter, Photographer, Analyst Researcher, ROB Analyst Researcher, Graphic Artist

	<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
Start	\$ 905.98	\$ 905.98	\$ 924.10	\$ 947.20	\$ 970.88
After 1 Yr.	\$ 942.17	\$ 942.17	\$ 961.01	\$ 985.04	\$1,009.66
After 2 Yrs.	\$1,041.67	\$1,041.67	\$1,062.51	\$1,089.07	\$1,116.30
After 3 Yrs.	\$1,148.51	\$1,148.51	\$1,171.48	\$1,200.77	\$1,230.79
After 4 Yrs.	\$1,255.73	\$1,255.73	\$1,280.85	\$1,312.87	\$1,345.69
After 5 Yrs.	\$1,476.57	\$1,476.57	\$1,506.10	\$1,543.75	\$1,582.35
After 6 Yrs.	\$1,559.41	\$1,559.41	\$1,590.60	\$1,630.37	\$1,671.13

Group F

Digital Image Enhancer, Administrative Co-ordinator, Ottawa Bureau Administrative Co-ordinator, ROB Graphics

Researcher, Editorial Systems Developer, ROB Magazine
Assistant Editor, Librarian Researcher

	<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
Start	\$ 905.98	\$ 905.98	\$ 924.10	\$ 947.20	\$ 970.88
After 1 Yr.	\$ 942.17	\$ 942.17	\$ 961.01	\$ 985.04	\$1,009.66
After 2 Yrs.	\$1,041.67	\$1,041.67	\$1,062.51	\$1,089.07	\$1,116.30
After 3 Yrs.	\$1,148.51	\$1,148.51	\$1,171.48	\$1,200.77	\$1,230.79
After 4 Yrs.	\$1,255.73	\$1,255.73	\$1,280.85	\$1,312.87	\$1,345.69
After 5 Yrs.	\$1,426.89	\$1,426.89	\$1,455.43	\$1,491.81	\$1,529.11

Group G

FT Production Technical, Librarian

	<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
Start	\$ 881.16	\$ 881.16	\$ 898.79	\$ 921.26	\$ 944.29
After 1 Yr.	\$ 900.90	\$ 900.90	\$ 918.91	\$ 941.89	\$ 965.43
After 2 Yrs.	\$1,019.92	\$1,019.92	\$1,040.32	\$1,066.33	\$1,092.99
After 3 Yrs.	\$1,131.11	\$1,131.11	\$1,153.73	\$1,182.57	\$1,212.14
After 4 Yrs.	\$1,249.97	\$1,249.97	\$1,274.96	\$1,306.84	\$1,339.51
After 5 Yrs.	\$1,305.92	\$1,305.92	\$1,332.04	\$1,365.34	\$1,399.48

Group H

Darkroom Technician, Librarian Assistant

	<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
Start	\$ 831.55	\$ 831.55	\$ 848.18	\$ 869.39	\$ 891.12
After 1 Yr.	\$ 871.50	\$ 871.50	\$ 888.93	\$ 911.16	\$ 933.94
After 2 Yrs.	\$ 976.45	\$ 976.45	\$ 995.98	\$1,020.88	\$1,046.40
After 3 Yrs.	\$1,096.37	\$1,096.37	\$1,118.29	\$1,146.25	\$1,174.91
After 4 Yrs.	\$1,238.46	\$1,238.46	\$1,263.23	\$1,294.81	\$1,327.18

Group Hh

Editorial Assistant

	<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
Start	\$ 710.18	\$ 710.18	\$ 724.38	\$ 742.49	\$ 761.05
After 1 Yr.	\$ 744.29	\$ 744.29	\$ 759.18	\$ 778.16	\$ 797.61
After 2 Yrs.	\$ 833.93	\$ 833.93	\$ 850.60	\$ 871.87	\$ 893.67
After 3 Yrs.	\$ 936.34	\$ 936.34	\$ 955.07	\$ 978.95	\$1,003.42
After 4 Yrs.	\$1,057.69	\$1,057.69	\$1,078.85	\$1,105.82	\$1,133.46

Group I

Library Technician

	<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
Start	\$738.11	\$738.11	\$752.88	\$ 771.70	\$ 790.99
After 1 Yr.	\$792.16	\$792.16	\$808.01	\$ 828.21	\$ 848.91
After 2 Yrs.	\$893.56	\$893.56	\$911.44	\$ 934.22	\$ 957.58
After 3 Yrs.	\$974.65	\$974.65	\$994.14	\$1,018.99	\$1,044.47

Group J

Library Clerk, Head Editorial Clerk

	<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
Start	\$687.27	\$687.27	\$701.01	\$718.54	\$736.50
After 6 Mth	\$706.77	\$706.77	\$720.90	\$738.93	\$757.40
After 1 Yr.	\$742.47	\$742.47	\$757.32	\$776.25	\$795.66
After 2 Yrs.	\$795.52	\$795.52	\$811.43	\$831.72	\$852.51
After 3 Yrs.	\$872.41	\$872.41	\$889.86	\$912.11	\$934.91

Group K

Editorial Clerk

	<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
Start	\$704.03	\$704.03	\$718.11	\$736.06	\$754.46
After 6 Mth	\$737.64	\$737.64	\$752.39	\$771.20	\$790.48
After 1 Yr.	\$776.03	\$776.03	\$791.55	\$811.33	\$831.62
After 2 Yrs.	\$832.05	\$832.05	\$848.69	\$869.91	\$891.66

The supplies room clerk shall be paid a bonus of twenty dollars (\$20) per week.

The July 2009 salary grids are based on a zero per cent (0%) increase over the July 1, 2008 salary grids.

The July 2010 salary grids are based on a zero per cent (0%) increase over the July 1, 2009 salary grids.

The July 2011 salary grids are based on a two per cent (2.0%) increase over the July 1, 2010 salary grids.

The July 2012 salary grids are based on a two and a half per cent (2.5%) increase over the July 1, 2011 salary grids.

The July 2013 salary grids are based on a two and a half per cent (2.5%) increase over the July 1, 2012 salary grids.

ARTICLE 7 – VACATIONS

(7.01) Subject to Section 7.07, 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:

Less than one year of continuous service

- One day for each sixteen days worked.

After one year of continuous service

- Three weeks annually.

After five years of continuous service

- Four weeks annually.

After fifteen years of continuous service

- Five weeks annually.

Any employee who has an anniversary date that as of September 1, 2008 would have already provided him/her with ten years of continuous service will have their fifth week of vacation grandfathered. Any employee who has an anniversary date that as of September 1, 2008 would have already provided him/her with twenty-three years of continuous service will have their sixth week of vacation grandfathered.

In addition, any employee who has an anniversary date that would provide him/her with ten years of continuous service between July 1, 2009 to August 31, 2010 will be eligible for 5 weeks of vacation in the vacation year commencing September 1, 2010 and thereafter.

(7.02) 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 April 1 may lose the privilege of selection to which their seniority entitles them. Granting of vacations shall be confirmed in writing when requested.

(7.03) An employee whose vacation time includes a recognized holiday(s) as defined in Section 8.01 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.

(7.04) Effective each vacation year commencing September 1, 2009, employees may only carry over a maximum of 5 days beyond August 31st and all vacation to be taken by December 31st or will be forfeited. Exceptions upon written mutual agreement by Department Head and Human Resources.

(7.05) 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 (applicable only to employees grandfathered with a sixth week of vacation).

(7.06) 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 va-

cation 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.

Employees must take accrued vacation immediately following pregnancy/parental leave. An employee who terminates employment during or at the conclusion of pregnancy leave, parental leave, maternity leave or extended leave or less than six (6) months 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.

(7.07) Notwithstanding the above, part-time and temporary employees who will have completed specified periods of service by the next September 1 shall be paid their vacation pay with each salary payment as follows:

- Less than 5 years – 6% of gross earnings
- After 5 years – 8% of gross earnings
- After 15 years – 10% of gross earnings

In addition, such employees shall be entitled to vacation time off without pay on the same basis as regular full-time employees, if requested by the employee.

Any employee who has an anniversary date that as of September 1, 2008 would have already provided him/her with ten years of continuous service will have their 10% vacation pay grandfathered. Any employee who has an anniversary date that as of September 1, 2008 would have already provided him/her with twenty-three years of continuous service will have their 12% vacation pay grandfathered.

In addition, any employee who has an anniversary date that would provide him/her with ten years of continuous service

between July 1, 2009 to August 31, 2010 will be eligible for 10% vacation pay in the vacation year commencing September 1, 2010 and thereafter.

(7.08) Notwithstanding the provisions of 7.07 above, part-time employees shall have the option of receiving their vacation pay in conjunction with their vacation time. Those part-time employees who elect this option must do so within sixty (60) days of ratification of this agreement or at the time of hiring.

ARTICLE 8 – RECOGNIZED HOLIDAYS

(8.01) The following holidays are recognized: New Year's Day, Family 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. Employees who work in the Province of Quebec will observe St. Jean Baptiste Day (June 24th) in substitution for the Civic Holiday. All related premiums and benefits will apply to the substituted provincial statutory holiday. Employees shall also be entitled to a holiday on their birthday, which must be taken within 45 days following their birthday or forfeited. The Company has the right to substitute any new statutory holidays with existing recognized holidays.

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

(8.03) 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 one and a half 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 one and a half times the straight time rate.

By mutual agreement with the Department Head, the em-

ployee 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.

All existing lieu days as of July 1, 2009 must be used by August 31, 2010. Any lieu days accumulated from July 1, 2009 onwards must be used within 90 days or will be paid out.

(8.04) 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.

(8.05) 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

(9.01) The Employer shall pay 80% of the monthly premiums for basic life insurance and accidental death and dismemberment insurance effective April 1, 2003, during the life of this Agreement for full-time employees. Such employees are required to participate in the insurance plans.

Coverage for each plan is equal to three times basic annual earnings to a maximum of \$1,000,000.

(9.02) The CTVglobemedia Publishing Inc. Employees' Retirement Plan 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 CTVglobemedia Publishing Inc. Employees' Retirement Plan.

Effective January 1, 2011, existing members of the defined benefit pension provisions will be given the option to 1) cease earning credited service under the defined benefit provisions and thereafter participate in the defined contribution provisions of the plan; or 2) continue earning credited service under the defined benefit provisions of the plan. No employee will join the defined benefit provisions of the plan on or after July 3, 2009. All new employees hired on or after July 3, 2009 will enroll in the defined contribution provisions of the plan, subject to the eligibility provisions of the plan.

ARTICLE 10 – SICK LEAVE

(10.01) Sick leave with full pay shall be granted in accordance with past established practice. Employees shall be entitled to twenty six weeks of sick leave at full pay.

In the event that there is a dispute between the Company physician and the employee's physician as to the employee's disability or the ability of the employee to return to work, a physician who is practicing in the relevant medical specialty shall be designated jointly by the parties to assess the employee. In such cases, the Company agrees to pay any fees beyond those covered by OHIP. The decision of the designated physician shall be final and binding upon the parties and should it be determined that the employee was entitled to sick leave such payment shall be made retroactive to the date it was first denied by the Company.

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

(10.03) The Employer shall pay, on behalf of employees the full monthly premium of the Ontario Health Insurance Plan.

The Employer shall pay 80% of the monthly premium for the extended healthcare plan which includes hearing aids coverage of \$500 per person every 4 calendar years; vision care \$275 maximum per person every 24 month period, effective January 1, 2006; and increase to \$300 maximum per person every 24 month period, effective January 1, 2008; eye exam benefit to a maximum of \$60 per person every 24 month period effective January 1, 2006; and semi-private hospital.

The Employer shall pay 80% of the monthly premium for the dental plan, which will include coverage for preventive, minor restorative, major restorative edontics, periodontics and orthodontics for dependent children. Payment for covered services of the Dental Plan will be 80% as specified in the Current Fee Guide and 50% for orthodontics.

Employees shall pay the full monthly premiums for a long term disability plan which pays a non-taxable monthly benefit of 67% of the first \$3,000 monthly basic salary, 50% of the next \$2,500 and 40% of the balance to a maximum of \$10,000 monthly benefit.

The Employer will continue to provide benefits for Repetitive Strain Injury assessment and treatment performed by providers agreed to by the Union and the Employer, with lifetime maximums of an Initial Assessment of \$1,000, Stage 1 treatment – \$1,200, Stage 2 treatment – \$3,000, Stage 3 treatment – \$4,500.

The Employer may change carriers as long as equivalent or superior coverage is provided, subject to Section 10.04.

(10.04) There shall be no reduction in the benefits provided by the benefit plans listed in section 10.03.

(10.05) Upon request, the Employer agrees to meet with the Union to discuss the disposition of any Employment Insurance premium rebates.

ARTICLE 11 – SEVERANCE PAY

(11.01)(a) Upon dismissal for any reason, other than just cause 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.

(11.01)(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 11.01(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.

(11.02) 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 (52) 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

(12.01) 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 \$0.3789 per kilometer effective July 1, 1996, adjusted quarterly thereafter commencing October 1, 1996, based on the "Private Transportation" item of the Consumer Price Index by City of Toronto using quarterly averages adjusted from the first quarter average in 1996.

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

(12.03) For those employees who do not receive a regular car allowance, upon submission of appropriate expense data, properly supported by an incident report, the Employer shall pay for repairs for damages to any employee's automobile directly or largely caused by driving under extraordinary conditions on company business.

(12.04) Necessary working equipment shall be provided to employees and paid for 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 \$500 effective July 1, 1996 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 \$260 effective July 1, 1996 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

(13.01) 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.

(13.02) If an employee is elected or appointed to any office or position of the Communications, Energy and Paperworkers Union of Canada, or CLC or office or position of a local of the Communications, Energy and Paperworkers Union of Canada, or office or position with any organization with which the Communications, Energy and Paperworkers Union of Canada 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.

(13.03) Leaves of absence without pay upon request shall be granted to employees elected or appointed delegates to attend meetings or conventions of the Communications, Energy and Paperworkers Union of Canada, or CLC or any organization with which the Communications, Energy and Paperworkers Union of Canada is affiliated, and to delegates to attend special meetings called by the Communications, Energy and Paperworkers Union of Canada, or by any branch thereof, or by any organization with which the Communications, Energy and Paperworkers Union of Canada 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.

(13.04) 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.

(13.05) 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.

(13.06)(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 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 and parental 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 twelve (12) months.

(d) An employee on pregnancy leave and parental leave or extended leave will continue to participate in the benefit plans listed in section (10.03), the Group Life Insurance Plan, the Globe and Mail Accident Insurance Plan and the Retirement Plan with the employee and Employer each con-

tinuing 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 equal to 100% of base pay for the two (2) week waiting period under the Employment Insurance Act to an employee on pregnancy leave for the birth of her child who has applied for and qualifies for pregnancy benefits under the Employment Insurance Act. In addition, effective January 1, 2006, the six (6) weeks post natal pay will now be distributed equally during the fifteen (15) week maternity period. An employee who terminates employment during or at the conclusion of pregnancy leave, or less than six (6) months after completing such a leave shall reimburse the Employer for any SUB benefits which she has received.

(13.07) 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. 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.

(13.08) 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.

Leaves provided for in Article 13 shall be considered service time in the computation of severance or dismissal pay with the exception that time in excess of twenty-four (24) continuous months on a leave pursuant to Article 13.02 shall not be considered service time in the computation of severance or dismissal pay.

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 13.06(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.

(13.09) Employees shall be entitled to participate in a deferred compensation leave plan in accordance with the Letter of Understanding which is attached to, and forms part of this Agreement.

ARTICLE 14 – PART-TIME AND TEMPORARY EMPLOYEES

(14.01) 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 Union shall be notified in writing as to the reason for such employment, and its expected duration when known. If, within four weeks of the end of employment as a temporary employee, an individual is re-hired as either a regular or temporary employee, the employee's service shall be deemed to be continuous.

(14.02) 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.

(14.03) Part-time and temporary employees are covered by all provisions of this contract, except those for which eligibility is regular full-time employment. Part-time employees shall receive extended health and dental benefits as outlined in Appendix A of this Agreement for those benefits listed in Appendix A. Temporary employees hired for a period of less than twelve (12) months are not eligible for extended health and dental benefits. Temporary employees hired on a series of contracts that extend beyond twelve months shall be eligible for extended health and dental benefits, provided that their employment is continuous and that eligibility for extended health and dental benefits commences at twelve months of employment.

(a) Temporary employees hired to cover for vacations during the period of April 15 to September 30 shall not be eligible for the Extended Health Care, Semi-Private Hospitalization, Dental and Long Term Disability Plans unless such an employee is eligible based on service prior to commencing the employment to cover for such vacations, i.e. the total length of temporary assignment exceeds twelve (12) months.

(b) Temporary employee contracts may be terminated with 2 weeks notice at the sole discretion of the employer.

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

(14.05) 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

(15.01) An employee may be transferred by the Employer from or to Toronto or to another enterprise in the same city, or 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.

For the purposes of clarity it is understood that when an employee agrees to a transfer from Toronto under this article such employee may be transferred back to Toronto.

An employee hired at a location outside of Toronto and who has been notified in writing upon hire that he or she may be transferred to Toronto at some time in the future shall constitute mutual agreement for the purposes of this article. The Employer shall provide copies of such notice to the union.

When an employee is transferring to Toronto, the employer shall provide employees with no less than six (6) months notice or less, if mutually agreed.

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 Union.

(15.02) 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 reasonable 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 six months to his previous classification and salary.

ARTICLE 16 – MISCELLANEOUS

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

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

(16.03) **Struck Work.** The Union reserves to its members the right in each particular instance to refuse to handle work which the Union has declared as destined to or emanating from other struck offices which affects the interests of the Union.

Union members shall not be required to cross a picket line at the premises of the Employer because of a lawful strike by Union members who are employees in another Union bargaining unit of the Employer, provided such members exercise such option when first confronted by such picket line. Such Union 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.

(16.04) **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.

(16.05) **Re-Use and Syndicate Compensation.** The union and the employees acknowledge that the employer will own the copyright in the works created in the course of the employees' employment.

When the product of an Employee's work (e.g. specific article, photograph or design) is made available by the Employer to any enterprise other than the one in which he is employed, the employer will provide a pool of money on an annual basis derived from 50% of the revenue received on the sales of individual works (e.g. specific articles, photographs or designs), but not including electronic re-prints,

which will be paid out to each regular full-time or regular part-time employee by dividing the total pool by the number of said employees. This lump sum payment will be administered prior to the holiday season and be paid to a maximum of \$1000, less deductions required by law.

Except as stated above, the parties further agree that past practices with respect to the re-use of copyright material will be maintained.

(16.05)(a) 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.

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

(16.07) 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.

(16.08) All reference to the Employer shall mean the Employer or his representative.

(16.09) In all cases where notice to the Union is required, such notice shall be addressed to the Chairperson of The Globe and Mail Unit at the offices of the Union and to Local 87-M or CEP National Representative assigned to The Globe and Mail.

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

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

ARTICLE 17 – GRIEVANCE PROCEDURE

(17.01) The Union 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.

(17.02) 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.

(17.03) Any matter, except renewal of this contract may be a difference between the parties and if not satisfactorily settled within thirty (30) 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 (10) 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 (10) 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.

(17.04) The Employer and the Union 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 Union, except that neither party

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

(17.05) Notwithstanding the thirty (30) day time limit specified in Section 17.03, either party may refer to final and binding arbitration a grievance arising out of a dismissal of an employee 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.

(17.05)(a) An arbitrator or arbitration board shall have no power to modify, amend or add to the terms of this Agreement, nor to make any decision inconsistent therewith.

(17.06) 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 Union 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

(18.01) 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.

ARTICLE 19 – HIRING

(19.01) If the Employer finds it necessary to fill vacancies or requires additional employees, it shall so notify the Union.

(19.02) The Employer agrees that when hiring it will not discriminate on the basis of membership or activity in the Union; 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.

(19.03) 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.

(19.04) The Employer shall post notices of vacancies within the Union's 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, the duties and 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 Union office.

The Employer agrees to interview all applicants from within the Union's 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 and shall also be advised by the Employer of the reasons as to why they were not selected as the successful applicant. Upon request an employee may have a Union representative at such a meeting.

It is agreed that in a grievance concerning the Employer's hiring decision, an arbitrator shall only have jurisdiction to determine if the Employer made the decision in an arbitrary, discriminatory or bad faith manner.

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.

(19.05) Notwithstanding Section 19.04, 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.

(19.06) 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.

The Employer shall post notices at least twice a year inviting employee expressions of interest in beats. If, at those times, the Employer intends to move employees between beats, the notice will so indicate. Any employee who has expressed interest in a major beat will be given an interview before such major beat is reassigned unless he has been interviewed regarding that beat in the last six (6) months.

ARTICLE 20 – SECURITY

(20.01) There shall be no dismissal or any form of discipline of employees except for just and sufficient cause, subject to Section (20.12).

(20.02) There shall be no dismissals of or other discrimination against any employee because of his membership or activity in the Union; 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 Union recognize the right of employees to work in an environment free from sexual harassment. The Employer will not tolerate sexual harassment of employees.

(20.03) 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 20.04, or a reduction in staff in Section 20.04(A), 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 Union and shall give the reason for the dismissal.

(20.04)(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 Union will discuss other means of effecting necessary economies.

(20.04)(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 20.04(a). During this time, employees in the classifications involved may offer to resign in return for severance pay. Such a resignation will be effective eight (8) weeks after the offer to resign is accepted. The Employer

may release the employee sooner provided the employee is paid until the effective date of the resignation.

The offers to resign will be accepted in the order of the total length of service of the employees from the affected classification, provided that the Employer may refuse an employee's offer if those remaining in the classification would not have the skill, ability, knowledge and experience to perform the work required. The Employer shall not be required to accept offers from more than the number of employees the Employer seeks to reduce in the affected classification. The number of employees to be dismissed shall be reduced accordingly.

(20.04)(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 group in Article 6 – Wages.

(20.04)(d) The Employer will transfer an employee who has received notice of dismissal, at the request of such employee, to replace the least senior employee in another classification in the same wage group or a lower wage group at the same geographic location as the employee requesting the transfer, provided the employee has the skill, ability, knowledge and experience to perform the work required after a brief familiarization period and has more seniority than the employee to be replaced.

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

(20.04)(f) An employee transferred to a lower classification shall be paid the top minimum for that classification. If that would result in an increase in salary for the employee, the employee shall be paid the minimum salary in the lower classification which is equivalent to or next lower than the

employee's salary, if there is such a minimum salary in the lower classification. However, an employee who has the employment experience in comparable work to qualify for a higher minimum salary in the lower classification shall be paid accordingly.

(20.04)(g) The employees ultimately dismissed shall be entitled to severance pay provided by Section 11.01(a).

(20.04)(A) 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 Union 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 Union of any new job classifications that are created as a result of the introduction of new processes, new equipment or machinery.

(20.05) Any employee dismissed under Section 20.04 or 20.04(A) shall, in the reverse order in which the dismissal was made, be offered the first opportunity to be rehired to a vacancy in the same classification from which the individual was dismissed, whenever a vacancy occurs in such classification within three years of the date of the individual's dismissal.

(20.06) Any individual who either refuses a position in the classification from which he was dismissed or has not been rehired by the Employer within three years of the date of his dismissal automatically terminates his claim to further

employment by the Employer. Such an individual shall have the right to refuse a temporary position or a position with a different status (i.e. full-time to part-time or part-time to full-time) or in a different geographic location than the position the employee was dismissed from without affecting his claim to further employment.

(20.07) When a vacancy develops which is not filled pursuant to Section 20.05, dismissed individuals who do not qualify for rehire to that classification under Section 20.05 shall be offered re-employment in the order of their overall seniority, if their competence to perform the duties of the job has been established to the satisfaction of the Employer. Any dismissed individual who accepts employment in a lower classification, however, retains his right to an opening in the classification from which he was dismissed in accordance with Section 20.05.

(20.08) To the extent permitted by the particular plan or benefit provisions, any employee who was dismissed under Section 20.04 or 20.04(A) 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.

(20.09) The Employer will provide to the Union 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 Union and the last address the employee (or the Union on behalf of the employee) has communicated to the Employer.

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

(20.11) Removed.

(20.12) 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 Union. Probationary employees may be dismissed for any reason prior to the successful completion of their probationary period, whether extended or not, provided the Employer does not act in bad faith or in contravention of any provisions of this Agreement. It is agreed that the standard for dismissing probationary employees as reflected in this Article is a lesser standard within the meaning of the Labour Relations Act.

(20.13) 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

(21.01) The Employer shall supply the Union 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.

(21.02) The Employer shall notify the Union 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 21.01(d) above and effective dates.
- (d) The data specified in Section 2101 for each new employee.

(21.03) The Employer shall provide the Union quarterly with the name, address and telephone number of each employee.

ARTICLE 22 – HEALTH AND SAFETY

The Employer and the Union agree that a safe and healthy work environment is necessary to ensure the well-being of the employees.

(22.01) 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.

(22.01)(a) The Health and Safety Committee is presently operating under guidelines, a copy of which is attached to this Agreement as Appendix I. 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.

(22.02) 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.

(22.03) 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.

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

(22.05) 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.

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	
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 time and one half plus regular day's pay. If holiday is not worked, paid a day's pay for the holiday.	If worked on the holiday, paid time and one half If holiday is not worked, employee paid a day's pay only if: – employed 3 months or more – has worked 12 days or more in the 4 week period immediately preceding the holiday. Or as calculated under the provisions of the Ontario Employment Standards Act which ever is greater. The ESA provisions are as follows: Part-time employees shall receive holiday pay equal to the total amount of regular wages and vacation pay payable to the employee in the four weeks before the work week in which the public holiday occurred, divided by 20.
OHIP	
Compulsory unless exempt. Paid 100% by Company.	Not eligible.
EXTENDED HEALTH CARE	
Compulsory. 80% of monthly premium paid for by the Employer.	Not eligible.

REGULAR PART-TIME**PART-TIME**

SEMI-PRIVATE HOSPITALIZATION	
Compulsory. 80% of monthly premium paid for by the Employer.	Not eligible.
LONG-TERM DISABILITY INSURANCE	
<p>Effective April 1, 2003. Paid 100% by employee.</p> <p>Benefit: 67% of the first \$3,000, plus 50% of the next \$2,500, plus 40% of the balance of monthly salary (based on the employee's salary calculated on the basis of the number of hours per week the employee is regularly scheduled to work) to a maximum benefit of \$10,000 per month. Excludes salary for all time worked in excess of the number of hours per week the employee is regularly scheduled to work as a part-time employee.</p> <p>* While a regular part-time employee is temporarily working a 35-hour work week (e.g. summer vacation coverage) or temporarily working in a different classification, the employee will be entitled to LTD benefits based on the employee's salary for the classification the employee would be working in but for the temporary assignment, calculated on the basis of the number of hours per week the employee is regularly scheduled to work as a part time employee.</p>	Not eligible.
DENTAL INSURANCE	
Compulsory. 80% of the monthly premium paid for by the Employer.	Not eligible.

APPENDIX B
MEMORANDUM OF AGREEMENT
BETWEEN
THE GLOBE AND MAIL
DIVISION OF BELL GLOBEMEDIA PUBLISHING INC.
(the “Employer”)
and
COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA
LOCAL 87-M
SOUTHERN ONTARIO NEWSMEDIA GUILD
(the “Union”)

This memorandum is an amendment to the Collective Agreement between the Communications, Energy and Paperworkers Union and The Globe and Mail Division of Bell Globemedia Publishing Inc. This memorandum sets out the terms and conditions for the coverage under that Collective Agreement of the bargaining unit consisting of employees of Financial Times Corporation Limited for which the Union received a final certificate from the Ontario Labour Relations Board dated December 22, 1993. This Memorandum shall be Appendix “B” of the Editorial Department terms and conditions of the Collective Agreement. In this Memorandum, “Editorial Collective Agreement” shall mean the Editorial Department terms and conditions of the Collective Agreement as they existed prior to this amendment.

[NOTE: We have not published the rest of APPENDIX B in this contract booklet because there have been no employees in this part of our bargaining unit since the Financial Times ceased publishing. The full Appendix is available from the Union.]

EDITORIAL LETTERS OF UNDERSTANDING

RE: OUTSIDE ACTIVITIES

This will confirm our agreement with respect to Outside Activities and section 16.04 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 Employer, or in other media when such performance would be in direct competition with The Globe and Mail.

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

Where the contents of section 16.04 are in conflict with this letter, the terms of this letter shall prevail.

RE: FOUR-DAY WORK WEEK

The Union 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-three-quarter (8 3/4) hours falling within nine-and-three-quarter (9 3/4) hours, provided that shifts of varying lengths may be implemented if the Employer and the Union agree. In applying Article 8.05 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 Union has indicated its agreement to the varying shifts currently in force on the sports desk (3 x 9 + 1 x 8).

RE: EXTRAORDINARY CHILD CARE EXPENSES

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.

RE: EDITORIAL PRODUCT AND WORKING ENVIRONMENT

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.

RE: COPY CHANGES

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.

RE: SHIFTS OF LESS THAN SEVEN HOURS

The Union will consider Employer proposals to have new part-time employees scheduled to work shifts of less than seven (7) hours to meet peak operational needs.

RE: NEW VENTURES

A New Venture is a new product or service, which the Employer intends to operate and has not produced or offered during the previous three years.

It is agreed that a product or service which has not been produced during the previous three years by the Employer or a predecessor employer from which the Employer purchased the product or service and which has a recognized market beyond the market served by The Globe and Mail newspaper and the products and services related to it at the time of the introduction of the new product or service is a new business venture which requires staffing flexibility. It is also agreed that a magazine which has not been in existence during the previous three years is a new business venture which requires staffing flexibility. For the purpose of this paragraph, the product, service or magazine will not qualify for treatment as a new venture if a substantially similar product, service or magazine has been produced during the previous three years by the Employer or a predecessor employer from which the Employer purchased the product, service or magazine.

The Employer cannot hire staff into a new venture without first consulting with the Unit Chair, CEP Local 87-M. Any disagreements regarding the authenticity of a new venture, not meeting the above definition, shall be referred to Arbitration. The Employer may implement their plans pending a formal decision through the Arbitration process.

During the first two years of operation of a new venture, economy dismissals of new Editorial employees who were hired to and are working on the new venture shall be made only when, in the opinion of the Employer, failure to reduce the staff would adversely affect the efficiency of the new venture operation. The first sentence of Article 19.04(a) shall not apply to such economy dismissals. When a new employee is hired to work on a new venture, the Employer shall inform the person of this provision in writing at the

time an offer of employment is made and notify the Union Unit Chairperson of the hiring immediately.

When an economy dismissal is to occur pursuant to the above provision, a new employee who was hired to and is working on the new venture shall not have the right to bump or displace an employee to whom the first sentence of Article 19.04(a) applies. When an economy dismissal is to occur amongst employees to whom the first sentence of Article 19.04(a) applies, such employees shall not have the right to bump or displace a new employee who was hired to and is working on a new venture, during the first two years of operation of the new venture.

An employee who transfers to a position at a new venture shall be entitled, unless employee agrees otherwise, to return to their previous classification and the section of the operations that they worked in prior to the transfer to the new venture when the Employer transfers such an employee out of the new venture because of a reduction in staff at the new venture during its first two years of operation. Should such classification or section of the operations no longer exist, the employee shall be entitled, unless the employee agrees otherwise, to return to a position comparable to the position he held prior to the transfer to the new venture.

Any new employee hired to replace a vacancy caused by an employee transfer to a new venture will be deemed temporary to a maximum of two years.

Where a new product is produced that encompasses the re-constituting of an earlier product but still fits the definition of a New Venture, it is understood that employees working on the earlier product shall be offered first opportunity at positions within the New Venture.

The start of the New Venture shall be deemed to be the date of hire of the first New Venture employee. Two years following that date the New Venture language shall no longer apply and all employees will be covered by all provisions of the collective agreement, with seniority dates as of the date

of hire into the New Venture, except where an employee has been transferred and their date and seniority shall be that date held prior to the transfer into the new venture.

Nothing in this letter shall in any way add to, detract from or modify the Coverage article of the collective agreement nor shall anything in this letter constitute an acknowledgement on the part of the Employer of any limitation on the right of the Employer to contract out work.

RE: WORK STUDY PROGRAM

The parties agree that working with educational institutions to provide work-study opportunities to students is an appropriate contribution to the craft. The purpose is to further the education of individuals, to provide them with work experience and build relationships between the parties.

Participants must be enrolled in a full-time, post-secondary educational institution, such as a journalism school that has a requirement of work-study prior to graduation.

Individual internships shall not exceed six (6) weeks in duration unless there is a bonafide educational requirement. At the discretion of the company there may be up to ninety (90) cumulative weeks of internships in the school year (September to June).

Participants in work-study programs shall not be considered employees for the purposes of this agreement and will be paid a weekly honorarium of (\$125 per week). Any such participant required to work hours not normally scheduled for the work-study, shall be paid at 75% of the “start” rate of the classification he or she is assigned for those hours worked.

Students in this program will not be scheduled to replace full or part time employees.

RE: BELL GLOBEMEDIA INTERACTIVE

The parties agree that effective the date of signing of this Memorandum of Agreement, the current practice of as-

signing editorial employees to prepare, produce and edit editorial material associated with Globe and Mail branded sites to Bell Globemedia Interactive or its successors will continue. Should The Globe and Mail wish to alter, change or amend this status quo it shall provide the Union with 30 days notice of its intention and the parties will meet and discuss the proposed change in status quo prior to filing any grievance. Should the employer decide to discontinue any Globe and Mail branded site, it is understood that the provisions of Article 20 of the Collective Agreement apply.

This letter shall only be used to enforce the status quo where The Globe and Mail controls the editorial content of The Globe and Mail branded sites.

RE: WAR RISK COVERAGE

The company will provide \$400,000 accidental death insurance coverage for identified employees who are working in a country or region identified at war or in a war zone.

This benefit is payable, in addition to any other insurance benefits.

The foregoing is a general description of the plan; the provisions of the insurance policy will govern.

RE: HIRING AND CAREER OPPORTUNITIES

During the recent round of negotiations the union and the employer discussed concerns around assignments, postings of vacancies and planned transfer expressions of interest. Specifically, the objective sought is to improve transparency and positive perceptions.

In an effort to address these concerns the parties have agreed to the following:

Communication of Planned Transfers (Expressions of Interest), Assignments and Postings of Vacancies:

Prior to any formal action taken by the employer with regards to posting planned beat transfers, assignments (other than

short-term), or posting of vacancies, the employer will advise a designated union steward of its intentions and reasoning.

Further the employer agrees to consider any concerns raised by the designated steward before finalizing any plans. This discussion shall take place at the time of advising to ensure efficiency and may be extended by mutual agreement.

Pre-Interview Prep Form:

All candidates who apply to a posting will be sent electronically (24 hours prior to interview) information outlining for the candidates the key job requirements and competencies the employer will be looking for during the interview. The Pre-Interview Prep Form will be a guide of what candidates will be expected to cover in the interview.

Optional Career Feedback Discussion :

All applicants seeking clarification of their interview are encouraged to utilize the feedback mechanism as outlined in article 19.04 of the Collective agreement. In addition, any applicant may request within 30 days of the hiring decision a confidential meeting with a Human Resources representative and their union steward to review their interview results and identify any development opportunities in an effort to support the applicant's career goals.

All candidates are encouraged to address their career goals with their manager.

Following the announcement of a successful candidate for a bargaining unit position, the employer will provide to the union the number of internal candidates who applied for the position.

It is expressly understood that this letter is without prejudice to either parties' position to their respective rights within the collective agreement.

RE: ARTICLE 15.01

An employee hired at a location outside of Toronto and who has been notified in writing upon hire that he or she may be transferred to Toronto at some time in the future shall con-

stitute mutual agreement for the purposes of this article. The Employer shall provide copies of such notice to the union.

When an employee is transferring to Toronto, the employer shall provide employees with no less than six (6) months notice or less, if mutually agreed and shall make every reasonable effort to ensure hardship on the employee and the employee's family is minimized.

RE: SUNDAY EDITORS

The Employer may hire up to two (2) temporary part-time copy editors regularly scheduled to work Sundays for a period of up to five (5) months from the period of November to March.

The Employer will make reasonable efforts to first offer additional shifts to full and part-time employees prior to these temporary Sunday Editors.

These temporary Sunday Editors will normally be selected from the pool of candidates from the previous summer vacation temporary employee pool. A Sunday Editor selected from the summer pool may again be hired for one (1) additional temporary summer period.

For clarity, a temporary Employee from the summer vacation period may be hired again to work temporarily from November to March in a temporary part-time Sunday assignment. This same employee then again, may be hired for a second temporary summer assignment.

RE: ON-CALL EMPLOYEES, MAGAZINES

The employer may hire up to two (2) On-call employees at any given time. Such employees shall be used only for short-term durations such as illness and peak load situations. The total hours worked by On-call employees shall not exceed 100 hours in a month inclusive of all overtime.

Overtime provisions apply .

On-Call employees are covered by articles 1, 2, 3, 5, 6, 16, 17, 18, 21 and 22.

RE: BUREAU POSTING

The Globe and Mail will make reasonable efforts to assist the spouse of a candidate selected for a Bureau posting.

RE: INTERNATIONAL ASSIGNMENT POLICY

Prior to posting for a foreign correspondent, the Employer shall inform the Union of its intent to post such a position.

The Union and the Employer shall meet to review the conditions and benefits that apply to the incumbent under the International Assignment Policy. If there is no incumbent, the parties shall discuss the application of the policy to the new posting.

Any employee selected for a foreign correspondent position to which the International Assignment Policy applies, shall in the course of discussions regarding his or her appointment be informed of formulae used to calculate the payments applied to the predecessor in the position. For clarity, individual amounts will not be released.

The Union shall be informed of the conditions agreed to by a correspondent prior to those conditions being finalized.

The parties agree that the current process of administration and adjudication for health benefits (as amended 1 May 2005) will be maintained.

The terms and conditions of a foreign correspondent assignment will not, during the agreed length of the assignment be amended without prior consultation with the union and the foreign correspondents affected.

The Company's International Assignment Policy will apply to all employees outside of Canada with respect to their tax treatment. The tax equalization provisions that apply to International assignees under the International Assignment Policy will also apply to cross border assignees. Current employees working in the United States will be grandfathered.

SCHEDULE (B)

ADVERTISING

SCHEDULE (B) – ADVERTISING
Effective July 1, 2009 to June 30, 2014

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ARTICLE 1 – COVERAGE

(1.01) This Schedule covers all employees of the Employer in its Advertising Sales Departments in the Municipality of Metropolitan Toronto, save and except supervisors, persons above the rank of supervisor, and up to four (4) confidential secretaries.

(1.02) The Employer agrees to notify the Union quarterly of new supervisor positions or positions above the rank of supervisor.

ARTICLE 2 – UNION SHOP

(2.01) It is a condition of employment of any employee as of the date of signing of this Agreement who is a member of the Union, or who thereafter becomes a member of the Union, 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 Union or (2) advise the Union in writing, by registered mail, that he or she does not wish to become a member of the Union. As an alternative to the registered mail, the Union office will give the sender a receipt for such notification. The Union agrees that it will retain in membership any employee subject to the constitution and the bylaws of the Union. An employee dismissed under this Article, shall not receive severance pay.

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

(2.03) The Employer agrees to advise new employees that a collective agreement is in effect and of the conditions of employment with regards to Union membership and deduction of Union 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 Union steward will be given an opportunity by his/her supervisor to interview each new em-

ployee within regular working hours, without loss of pay, as soon as practicable subject to operational requirements, for thirty (30) minutes for the purpose of acquainting the new employee with the benefits and responsibilities of Union membership.

ARTICLE 3 – DUES DEDUCTION

(3.01) The Employer shall deduct from the earnings of each employee covered by this Agreement and pay to the Union not later than the 15th day of each month all Union dues and assessments. Such dues and assessments shall be deducted bi-weekly from the employee's earnings in accordance with a schedule furnished the Employer by the Union. Such schedule may be amended by the Union at any time. The Employer shall, when remitting dues and assessments to the Union, give the names of the employees from whose pay deductions have been made and the amount of the deduction.

ARTICLE 4 – HOURS AND OVERTIME

(4.01) The five day, thirty-five hour week shall prevail except for part-time and on-call employees.

(4.01)(a) The working shift shall consist of seven (7) hours falling within eight (8) consecutive hours or in the case of part-time and on-call employees the working shift shall consist of a minimum of four (4) hours, except for sales employees.

The Employer shall give consideration to sales employees' proposals for their hours of work during a five (5) day, thirty-five (35) hour week. The Employer will have the sole discretion in deciding whether to agree to such proposals.

(4.02) 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 8 hours in a shift or 40 hours in a work week (defined as Monday to Sunday), or any work performed at hours not scheduled, as

provided in section 4.05. Any employee who is assigned to work a 6th or 7th shift in the work week, shall be paid for those hours worked at the rate of one and one-half times the regular straight time rate provided the employee has worked a regular five day week.

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.

All existing lieu days as of July 1, 2009 must be used by August 31, 2010. Any lieu days accumulated from July 1, 2009 onwards must be used within 90 days or will be paid out.

(4.03) Sales employees shall be exempt from the provisions of Section 4.02, except that inside sales employees shall be entitled to time off equivalent to time authorized in advance by the Employer and worked on the Employer's premises outside of their regular hours of work.

Sales employees will, from time to time, be required by the Employer to attend an event such as an outside sales seminar, trade show or Globe and Mail product launch, some or all of which may be held outside their regular working hours, and those attending may be entitled to some time off to be determined as follows. The Employer will decide in advance the amount of time off, if any, applicable to any such event and sales employees in attendance throughout the event will be entitled to time off equivalent to that applicable time off.

(4.04) An employee, save and except part-time and on-call employees or students, required by the Employer to work on his day off shall be paid at the applicable rate with a minimum of four and one half hours' pay. The employee may, with the consent of his supervisor, select equivalent time off in lieu of payment.

(4.05) For employees in the Traffic Department, Cut Room, and clerical employees, 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 Monday one week 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 4.02 shall apply to the extent of the change in excess of one hour.

(4.06) 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. Days off shall be consecutive whenever possible.

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

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

(4.09) For the purposes of scheduling night shifts for part-time and on-call employees the Lead Hand will arrange for employees to cover absences or work the shift themselves. Opportunities to work such additional hours will be equitably distributed to all qualified part-time staff within reason.

ARTICLE 5 – GENERAL WAGE PROVISIONS

(5.01) Employees shall be classified as to job title and experience rating at the time of employment, transfer or promotion, and the Union notified in accordance with Article 20.

Employees will advance on the wage schedules on the an-

niversary of their employment, transfer or promotion to a classification. Employees who are paid the salary for an experience classification higher than their actual experience requires shall receive such higher experience rating and thereafter advancement to succeeding salary minimums shall occur on the anniversaries of such upgraded rating.

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

(5.03) **Dual Work.** 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. This shall not apply to training periods of up to two weeks in a higher 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.

(5.04) **Salaries Above Minimum.** The minimum wages established herein are minimums only. Salaries above those provided in Section 6.01 may be paid to an individual employee as recognition of individual merit and performance. The Union may represent employees in bargaining for such salaries.

(5.05) Payment of wages shall be made once every two weeks.

(5.06) In the event that a new job classification is created or in the event of a significant change in the duties and responsibilities of a position, the Employer and the Union will discuss and attempt to agree upon the proper classification and salary scale for the position. Failing agreement, the matter may be referred to arbitration for a final and binding determination.

ARTICLE 6 – WAGES

(6.01) 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 a.m. on the dates shown.

A 10% premium shall be paid to the part-time Night Lead Hand.

Those employees in the Group Bb (Advertising Project Coordinators), Group D (Sales Assistant, Senior Advertising Service Representative, Research Assistant, Magazine Production Coordinator), Group E (Secretary, Marketing Research Analyst), Group Ee (Advertising Layout Planner) and Group F (Intermediate Advertising Service Representative) classifications below whose salaries are above the wage grids as set out in the classifications below shall be green circled and receive the applicable percentage increases above to their current salary in the third, fourth and fifth year of these agreements.

Group A

Marketing Services Administrator

<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
\$1,609.24	\$1,609.24	\$1,641.42	\$1,682.46	\$1,724.52

Group B

Advertising Account Manager, GMI Account Manager, Business Systems Analyst, Business Data Analyst

From September 1, 2009 to August 31, 2010, the base salary will remain at \$77,786.28 (top rate) but the first \$7,786.28 of commission earned will not be paid to the employee (i.e. this will be considered a draw on their salary).

	<u>July 1/09</u>	<u>Sept 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
Start	\$1,031.55	\$ 928.29	\$ 946.86	\$ 970.53	\$ 994.79
After 1 Yr.	\$1,105.14	\$ 994.52	\$1,014.41	\$1,039.77	\$1,065.76
After 2 Yrs.	\$1,210.30	\$1,089.15	\$1,110.93	\$1,138.71	\$1,167.17
After 3 Yrs.	\$1,322.27	\$1,189.91	\$1,213.71	\$1,244.05	\$1,275.16
After 4 Yrs.	\$1,495.89	\$1,346.15	\$1,373.08	\$1,407.40	\$1,442.59

Group Bb

Advertising Project Co-ordinator

	<u>Sept 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
Start	\$ 885.90	\$ 885.90	\$ 903.62	\$ 926.21	\$ 949.36
After 1 Yr.	\$ 947.84	\$ 947.84	\$ 966.80	\$ 990.97	\$1,015.74
After 2 Yrs.	\$1,024.10	\$1,024.10	\$1,044.58	\$1,070.70	\$1,097.47
After 3 Yrs.	\$1,140.00	\$1,140.00	\$1,162.80	\$1,191.87	\$1,221.66
After 4 Yrs.	\$1,250.00	\$1,250.00	\$1,275.00	\$1,306.88	\$1,339.55

Group C

Telemarketing Sales Representative, GMI Telemarketing Sales Representative

	<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
Start	\$ 886.65	\$ 886.65	\$ 904.39	\$ 927.00	\$ 950.17
After 1 Yr.	\$ 947.16	\$ 947.16	\$ 966.10	\$ 990.26	\$1,015.01
After 2 Yrs.	\$1,007.11	\$1,007.11	\$1,027.25	\$1,052.93	\$1,079.26
After 3 Yrs.	\$1,146.10	\$1,146.10	\$1,169.02	\$1,198.25	\$1,228.21
After 4 Yrs.	\$1,210.63	\$1,210.63	\$1,234.85	\$1,265.72	\$1,297.36

Group D

Sales Assistant, Senior Advertising Service Representative, Research Assistant, Magazine Production Coordinator

	<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
Start	\$ 783.32	\$ 783.32	\$ 798.99	\$ 818.96	\$ 839.44
After 1 Yr.	\$ 819.70	\$ 819.70	\$ 836.09	\$ 856.99	\$ 878.42
After 2 Yrs.	\$ 915.28	\$ 915.28	\$ 933.59	\$ 956.93	\$ 980.85
After 3 Yrs.	\$1,024.45	\$1,024.45	\$1,044.94	\$1,071.06	\$1,097.84
After 4 Yrs.	\$1,153.85	\$1,153.85	\$1,176.92	\$1,206.35	\$1,236.50

Group E

Secretary, Marketing Research Analyst

	<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
Start	\$ 710.18	\$ 710.18	\$ 724.38	\$ 742.49	\$ 761.05
After 1 Yr.	\$ 744.29	\$ 744.29	\$ 759.18	\$ 778.16	\$ 797.61
After 2 Yrs.	\$ 833.93	\$ 833.93	\$ 850.60	\$ 871.87	\$ 893.67
After 3 Yrs.	\$ 936.34	\$ 936.34	\$ 955.07	\$ 978.95	\$1,003.42
After 4 Yrs.	\$1,057.69	\$1,057.69	\$1,078.85	\$1,105.82	\$1,133.46

Group Ee**Advertising Layout Planner**

	<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
Start	\$ 799.50	\$ 799.50	\$ 815.49	\$ 835.88	\$ 856.77
After 1 Yr.	\$ 834.29	\$ 834.29	\$ 850.98	\$ 872.25	\$ 894.06
After 2 Yrs.	\$ 925.68	\$ 925.68	\$ 944.20	\$ 967.80	\$ 992.00
After 3 Yrs.	\$1,030.11	\$1,030.11	\$1,050.71	\$1,076.98	\$1,103.91
After 4 Yrs.	\$1,153.85	\$1,153.85	\$1,176.92	\$1,206.35	\$1,236.50

Group F**Intermediate Advertising Service Representative**

	<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
Start	\$ 746.14	\$ 746.14	\$ 761.06	\$ 780.09	\$ 799.59
After 6 Mth	\$ 765.75	\$ 765.75	\$ 781.06	\$ 800.59	\$ 820.60
After 1 Yr.	\$ 800.78	\$ 800.78	\$ 816.79	\$ 837.21	\$ 858.14
After 2 Yrs.	\$ 851.27	\$ 851.27	\$ 868.30	\$ 890.01	\$ 912.26
After 3 Yrs.	\$ 921.33	\$ 921.33	\$ 939.75	\$ 963.25	\$ 987.33
After 4 Yrs.	\$ 961.54	\$ 961.54	\$ 980.77	\$1,005.29	\$1,030.42

Group G**Cut Room Clerk**

	<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
Start	\$ 773.82	\$ 773.82	\$ 789.29	\$ 809.03	\$ 829.25
After 6 Mth	\$ 793.32	\$ 793.32	\$ 809.18	\$ 829.41	\$ 850.15
After 1 Yr.	\$ 829.02	\$ 829.02	\$ 845.60	\$ 866.74	\$ 888.41
After 2 Yrs.	\$ 882.07	\$ 882.07	\$ 899.71	\$ 922.21	\$ 945.26
After 3 Yrs.	\$ 958.96	\$ 958.96	\$ 978.14	\$1,002.59	\$1,027.66

Group H**Processing Clerk**

	<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
Start	\$709.12	\$709.12	\$723.30	\$741.38	\$759.92
After 1 Yr.	\$758.03	\$758.03	\$773.19	\$792.52	\$812.34
After 2 Yrs.	\$810.37	\$810.37	\$826.57	\$847.24	\$868.42
After 3 Yrs.	\$891.81	\$891.81	\$909.65	\$932.39	\$955.70

Group I
Junior Clerk

	<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
Start	\$607.15	\$607.15	\$619.30	\$634.78	\$650.65
After 6 Mth	\$635.31	\$635.31	\$648.02	\$664.22	\$680.83
After 1 Yr.	\$672.12	\$672.12	\$685.56	\$702.70	\$720.27
After 2 Yrs.	\$717.56	\$717.56	\$731.91	\$750.21	\$768.96
After 3 Yrs.	\$776.03	\$776.03	\$791.55	\$811.33	\$831.62

The July 2009 salary grids are based on a zero per cent (0%) increase over the July 1, 2008 salary grids.

The July 2010 salary grids are based on a zero per cent (0%) increase over the July 1, 2009 salary grids.

The July 2011 salary grids are based on a two per cent (2.0%) increase over the July 1, 2010 salary grids.

The July 2012 salary grids are based on a two and a half per cent (2.5%) increase over the July 1, 2011 salary grids.

The July 2013 salary grids are based on a two and a half per cent (2.5%) increase over the July 1, 2012 salary grids.

ARTICLE 7 – VACATIONS

(7.01) Subject to Section 7.07, 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:

Less than one year of continuous service

– One day for each sixteen days worked.

After one year of continuous service

– Three weeks annually.

After five years of continuous service

– Four weeks annually.

After fifteen years of continuous service

– Five weeks annually.

Any employee who has an anniversary date that as of September 1, 2008 would have already provided him/her with

ten years of continuous service will have their fifth week of vacation grandfathered. Any employee who has an anniversary date that as of September 1, 2008 would have already provided him/her with twenty-three years of continuous service will have their sixth week of vacation grandfathered. In addition, any employee who has an anniversary date that would provide him/her with ten years of continuous service between July 1, 2009 to August 31, 2010 will be eligible for 5 weeks of vacation in the vacation year commencing September 1, 2010 and thereafter.

(7.02) Vacations in each vacation group shall be arranged by the Employer according to seniority. Granting of vacations shall be confirmed in writing when requested. Employees who fail to select vacation dates prior to April 1 may lose the privilege of selection to which their seniority entitles them.

(7.03) An employee whose vacation time includes a recognized holiday(s) as defined in Section 8.01 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.

(7.04) Effective each vacation year commencing September 1, 2009, employees may only carry over a maximum of 5 days beyond August 31st and all vacation to be taken by December 31st or will be forfeited. Exceptions upon written mutual agreement by Department Head and Human Resources.

(7.05) 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 en-

titled to a six week vacation, plus pay for any vacation previously earned but not taken (applicable only to employees grandfathered with a sixth week of vacation).

(7.06) 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 leave 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*. Employees must take accrued vacation immediately following pregnancy/parental leave. An employee who terminates employment during or at the conclusion of pregnancy leave, parental leave, maternity leave or extended leave or less than six (6) months 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.

(7.07) Notwithstanding the above, part-time and temporary employees who will have completed specified periods of service by the next September 1 shall be paid their vacation pay with each salary payment as follows:

Less than 5 years	– 6% of gross earnings
After 5 years	– 8% of gross earnings
After 15 years	– 10% of gross earnings

In addition, such employees shall be entitled to vacation

time off without pay on the same basis as regular full-time employees, if requested by the employee.

Any employee who has an anniversary date that as of September 1, 2008 would have already provided him/her with ten years of continuous service will have their 10% vacation pay grandfathered. Any employee who has an anniversary date that as of September 1, 2008 would have already provided him/her with twenty-three years of continuous service will have their 12% vacation pay grandfathered.

In addition, any employee who has an anniversary date that would provide him/her with ten years of continuous service between July 1, 2009 to August 31, 2010 will be eligible for 10% vacation pay in the vacation year commencing September 1, 2010 and thereafter.

(7.08) Notwithstanding the provisions of 7.07 above, part-time employees shall have the option of receiving their vacation pay in conjunction with their vacation time. Those part-time employees who elect this option must do so within sixty (60) days of ratification of this agreement or at the time of hiring.

ARTICLE 8 – RECOGNIZED HOLIDAYS

(8.01) The following holidays are recognized: New Year's Day, Family 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. Employees shall also be entitled to a holiday on their birthday, which must be taken within 45 days following their birthday or forfeited. The Company has the right to substitute any new statutory holidays with existing recognized holidays.

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

(8.03) 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 one and a half 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 one and a half 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.

All existing lieu days as of July 1, 2009 must be used by August 31, 2010. Any lieu days accumulated from July 1, 2009 onwards must be used within 90 days or will be paid out.

(8.04) 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 8.01, the employee will receive two additional days off at another date.

(8.05) 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 four scheduled days in the pay week (three 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

(9.01) The Employer shall pay 80% of the monthly premiums for basic life insurance and accidental death and dismemberment insurance effective April 1, 2003, during the life of this Agreement for full-time employees. Such

employees are required to participate in the insurance plans. Coverage for each plan is equal to three times basic annual earnings to a maximum of \$1,000,000.

(9.02) The CTVglobemedia Publishing Inc. Employees' Retirement Plan 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 CTVglobemedia Publishing Inc. Employees' Retirement Plan.

Effective January 1, 2011, existing members of the defined benefit pension provisions will be given the option to 1) cease earning credited service under the defined benefit provisions and thereafter participate in the defined contribution provisions of the plan; or 2) continue earning credited service under the defined benefit provisions of the plan. No employee will join the defined benefit provisions of the plan on or after July 3, 2009. All new employees hired on or after July 3, 2009 will enroll in the defined contribution provisions of the plan, subject to the eligibility provisions of the plan.

ARTICLE 10 – SICK LEAVE

(10.01) Sick leave with full pay shall be granted in accordance with past established practice.

Employees shall be entitled to twenty six weeks of sick leave at full pay.

In the event that there is a dispute between the Company physician and the employee's physician as to the employee's disability or the ability of the employee to return to work, a physician who is practicing in the relevant medical specialty shall be designated jointly by the parties to assess the employee. In such cases, the Company agrees to pay any fees beyond those covered by OHIP. The decision of the design-

nated physician shall be final and binding upon the parties and should it be determined that the employee was entitled to sick leave such payment shall be made retroactive to the date it was first denied by the Company.

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

(10.03) The Employer shall pay, on behalf of employees the full monthly premium of the Ontario Health Insurance Plan.

The Employer shall pay 80% of the monthly premium for the extended healthcare plan which includes hearing aids coverage of \$500 per person every 4 calendar years; vision care \$275 maximum per person every 24 month period, effective January 1, 2006; and increase to \$300 maximum per person every 24 month period, effective January 1, 2008; eye exam benefit to a maximum of \$60 per person every 24 month period effective January 1, 2006; and semi-private hospital.

The Employer shall pay 80% of the monthly premium for the dental plan, which will include coverage for preventive, minor restorative, major restorative edontics, periodontics and orthodontics for dependent children. Payment for covered services of the Dental Plan will be 80% as specified in the Current Fee Guide and 50% for orthodontics.

Employees shall pay the full monthly premiums for a long term disability plan which pays a non-taxable monthly benefit of 67% of the first \$3,000 monthly basic salary, 50% of the next \$2,500 and 40% of the balance to a maximum of \$10,000 monthly benefit.

The Employer will continue to provide benefits for Repetitive Strain Injury assessment and treatment performed by providers agreed to by the Union and the Employer, with lifetime maximums of an Initial Assessment of \$1,000, Stage 1 treatment – \$1,200, Stage 2 treatment – \$3,000, Stage 3 treatment – \$4,500.

The Employer may change carriers as long as equivalent or superior coverage is provided, subject to Section 10.04.

(10.04) There shall be no reduction in the benefits provided by the benefit plans listed in section 10.03.

(10.05) Upon request, the Employer agrees to meet with the Union to discuss the disposition of any Employment Insurance premium rebates.

ARTICLE 11 – SEVERANCE PAY

(11.01) Upon dismissal to reduce staff, an employee shall receive cash severance pay in a lump sum equal to one week's pay for every five months' continuous service or major fraction thereof up to a maximum of fifty-two weeks' salary. Such pay shall be computed at the salary which was being paid at the time of dismissal.

(11.02) 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 (52) weeks' wages plus a further fifteen per cent (15%) of said lump sum plus a further five hundred dollars (\$500).

(11.03) 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:

(a) 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 Sections 11.01 or 11.02 as the case may be.

(b) If an affected employee is not required to work dur-

ing 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.

ARTICLE 12 – EXPENSES AND EQUIPMENT

(12.01) Upon submission of expense reports in the prescribed form and properly supported by vouchers where obtainable, the Employer shall pay authorized expenses incurred by the employee in the service of the Employer.

(12.01)(a) The Employer shall provide a mileage allowance to employees who are authorized and required to provide an automobile for regular use in the performance of their employment responsibilities at the rate of \$600.00 per month effective July 1, 2009 for their business kilometers. Effective July 1, 2011, the car allowance will be increased to \$620.00 per month. Effective July 1, 2013, the car allowance will be increased to \$640.00 per month. In addition, the Employer shall reimburse such employees for the cost of additional premiums required to insure the vehicle for business use. Employees who are not required to provide an automobile for Company business on a regular basis may be authorized by the Employer from time to time to use their automobile for this purpose and, in that event, will be compensated at the rate of \$0.3789 per kilometer effective July 1, 1996 adjusted quarterly thereafter commencing October 1, 1996 as specified above from the second quarter average in 1996. Employees who use their automobile for Company business must provide the Employer satisfactory proof of business insurance for such use.

(12.02) For those employees who do not receive a regular car allowance, upon submission of appropriate expense data, properly supported by an incident report, the Employer shall pay for repairs for damages to an employee's automobile directly or largely caused by driving under extraordinary conditions on company business.

ARTICLE 13 – LEAVES OF ABSENCE

(13.01) Upon request the employer shall grant employees leaves of absence without pay for good and sufficient cause provided such leave does not cause unreasonable disruption of operations.

(13.02) If an employee is elected or appointed to any office or position of the Communications, Energy and Paperworkers Union of Canada or CLC or office or position of a local of the Communications, Energy and Paperworkers Union of Canada, or office or position with any organization with which the Communications, Energy and Paperworkers Union of Canada 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. If the purpose of the leave is to assume a full-time position with any of the above organizations, such leave shall be given to only one employee at any one time. 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.

(13.03) Leaves of absence without pay upon request shall be granted to employees elected or appointed delegates to attend meetings or conventions of the Communications, Energy and Paperworkers Union of Canada, or CLC, or any organization with which the Communications, Energy and Paperworkers Union of Canada is affiliated, and to delegates to attend special meetings called by the Communications, Energy and Paperworkers Union of Canada, or by any branch thereof, or by any organization with which the Communications, Energy and Paperworkers Union of Canada 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.

(13.04) **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.

(13.05) **Bereavement leave.** 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 the funeral is 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.

(13.06)(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 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 and parental 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 twelve (12) months.

(d) An employee on pregnancy and parental leave or extended leave will continue to participate in the benefit plans listed in section (10.03), 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 equal to 100% of base pay for the two (2) week waiting period under the Employment Insurance Act to an employee on pregnancy leave for the birth of her child who has applied for and qualifies for pregnancy benefits under the Employment Insurance Act. In addition, effective January 1, 2006, the six (6) weeks post natal pay will now be distributed equally during the fifteen (15) week maternity period. An employee who terminates employment during or at the conclusion of pregnancy leave, or less than six (6) months after completing such a leave shall reimburse the Employer for any SUB benefits which she has received.

(13.07) 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. 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.

(13.08) 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.

Leaves provided for in Article 13 shall be considered service time in the computation of severance or dismissal pay with the exception that time in excess of twenty-four (24) continuous months on a leave pursuant to Article 13.02 shall not be considered service time in the computation of severance or dismissal pay.

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 13.06(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.

(13.09) Employees shall be entitled to participate in a deferred compensation leave plan in accordance with the Letter of Understanding which is attached to, and forms part of this Agreement.

ARTICLE 14 – PART TIME AND TEMPORARY EMPLOYEES

(14.01) 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 who is employed for full-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 of 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 Union shall be notified in writing as to the reason for such employment, and its expected duration when known. If, within four weeks of the end of employment as a temporary employee, an individual is re-hired as either a regular or temporary employee, the employee's service shall be deemed to be continuous.

(14.02) 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.

(14.03) Part-time and temporary employees who have completed their probationary period are covered by all provisions of this contract except those for which eligibility is regular full-time employment. Part-time employees shall receive extended health and dental benefits as outlined in Appendix A of this Agreement for those benefits listed in Appendix A. Temporary employees hired for a period of less than twelve (12) months are not eligible for extended and dental benefits. Temporary employees hired on a series of contracts that extend beyond twelve months shall be eligible for extended health and dental benefits, provided that their employment is continuous and that eligibility for extended health and dental benefits commences at twelve months of employment.

(a) Temporary employees hired to cover for vacations during the period of April 15 to September 30 shall not be eligible for the Extended Health Care, Semi-Private Hospitalization, Dental and Long Term Disability Plans unless such an employee is eligible based on service prior to commencing the employment to cover for such vacations, i.e. the total length of temporary assignment exceeds twelve (12) months.

(b) Temporary employee contracts may be terminated with 2 weeks notice at the sole discretion of the employer.

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

(14.05) 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

(15.01) The Employer agrees not to transfer a sales 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.

For other than sales employees, the Employer agrees not to transfer an employee to a position outside the bargaining unit without the employee's consent except where a surplus condition exists in the classification from which the Employer wishes to make the transfer. Where a surplus exists, the Employer will first seek volunteers within the affected classification willing to accept the transfer. In the event that there are no volunteers who in the opinion of the Employer are capable of performing the work required, it will transfer the most junior employee from the affected classification who in the opinion of the Employer is capable of performing the work required, provided that the classification to which the employee is to be transferred is in a Union bargaining unit and provided the employees remaining in the affected classification are in the opinion of the Employer capable of performing the work remaining.

(15.02) The Employer shall make every effort not to transfer an employee against his or her wishes to another clas-

sification. 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, except upon the mutual agreement of the employee, Employer and the Union.

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

ARTICLE 16 – MISCELLANEOUS

(16.01) Bulletin Boards The Employer agrees to provide bulletin boards in appropriate places for the use of the Union.

(16.02) Employees shall be free to engage in activities outside working hours, provided:

- 1) Such activities in no way reduce or impair the employee's ability to discharge his duties to the Employer and
- 2) That without written permission of the Employer no employee shall exploit his connection with the Employer in the course of such activities.

(16.03) 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.

(16.04) All references to the Employer shall mean the Employer or his representative.

(16.05) In all cases where notice to the Union is required, such notice shall be addressed to the Chairperson of The Globe and Mail unit at the offices of the Union and to Local 87-M or CEP National Representative assigned to The Globe and Mail.

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

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

(16.08) No employee shall be required to work at the office of or for another Toronto daily newspaper where there is a legal strike of the Union concerning employees in his classification.

Union members shall not be required to cross a picket line at the premises of the Employer because of a lawful strike by Union members who are employees in another Union bargaining unit of the Employer, provided such members exercise such option when first confronted by such picket line. Such Union 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.

ARTICLE 17 – GRIEVANCE PROCEDURE

(17.01) The Union shall designate a committee of its own choosing, including not more than three (3) 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.

(17.02) The parties agree to meet within five (5) days after a request for such a 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.

(17.03) Any matter, except the renewal of this contract may be a difference between the parties and if not satisfactorily

settled within thirty (30) 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 days of its first consideration shall not be arbitrable. Within ten (10) 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 (10) 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 (10) 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.

(17.04) The Employer and the Union 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 Union except that neither party shall be obliged to pay any part of the cost of a stenographic transcript without express consent.

(17.05) Notwithstanding the thirty (30) day time limit specified in Section 17.03, either party may refer to final and binding arbitration a grievance arising out of the dismissal of an employee 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.

(17.05)(a) An arbitrator or arbitration board shall have no power to modify, amend or add to the terms of this Agreement, nor to make any decision inconsistent therewith.

(17.06) 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 Union 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 – HIRING

(18.01) The Employer agrees that when hiring it will not discriminate on the basis of membership or activity in the Union; 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.

(18.02) 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.

(18.03) The Employer shall post notices of vacancies within the Union's 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, the duties and 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 Union office.

The Employer agrees to interview all applicants from within the Union's 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 and shall also be advised by the Employer of the reasons as to why they were not selected as the successful applicant. Upon request an employee may have a Union representative at such a meeting.

It is agreed that in a grievance concerning the Employer's hiring decision, an arbitrator shall only have jurisdiction to determine if the Employer made the decision in an arbitrary, discriminatory or bad faith manner.

ARTICLE 19 – SECURITY

(19.01) There shall be no dismissal or any form of discipline of employees except for just and sufficient cause, subject to Section (19.11).

No disciplinary action or dismissal may be based upon listening to an employee's work on the telephone unless the employee has been specifically advised that his individual work performance is being monitored in this manner.

(19.02) There shall be no dismissals of or other discrimination against any employee because of his membership or activity in the Union; 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 Union recognize the right of employees to work in an environment free from sexual harassment. The Employer will not tolerate sexual harassment of employees.

(19.03) 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 19.04 or a reduc-

tion in staff in Section 19.05, 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 weeks' 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 Union and shall give the reason for the dismissal.

(19.04) Dismissals to reduce staff due to economic reasons will be dealt with as follows:

(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 Union will discuss other means of effecting necessary economies.

(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 19.04(a). During this time, employees in the classifications involved may offer to resign in return for severance pay. Such a resignation will be effective eight (8) weeks after the offer to resign is accepted. The Employer may release the employee sooner provided the employee is paid until the effective date of the resignation.

The offers to resign will be accepted in the order of the total length of service of the employees from the affected classification, provided that the Employer may refuse an employee's offer if those remaining in the classification would not have the skill, ability, knowledge and experience to perform the work required. The Employer shall not be required to accept offers from more than the number of employees the Employer seeks to reduce in the affected classification. The number of employees to be dismissed shall be reduced accordingly.

(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 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 group in Article 6 – Wages.

(d) The Employer will transfer an employee who has received notice of dismissal, at the request of such employee, to replace the least senior employee in another classification in the same wage group or a lower wage group at the same geographic location as the employee requesting the transfer, provided the employee has the skill, ability, knowledge and experience to perform the work required after a brief familiarization period and has more seniority than the employee to be replaced.

For the purpose of this provision, wage group C shall be deemed to be a higher wage group than wage groups D and E.

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

(f) An employee transferred to a lower classification shall be paid the top minimum for that classification. If that would result in an increase in salary for the employee, the employee shall be paid the minimum salary in the lower classification which is equivalent to or next lower than the employee's salary, if there is such a minimum salary in the lower classification. However, an employee who has the employment experience in comparable work to qualify for a higher minimum salary in the lower classification shall be paid accordingly.

(g) The employees ultimately dismissed shall be entitled to severance pay provided by Section 11.01.

(19.05) 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 Union prior to the

introduction of new processes or new types of equipment or machinery when such introduction would result in a reduction in staff (other than probationary employees at the time the notice is given). For employees hired prior to June 30, 1984, the Employer agrees to effect by attrition any reduction in staff resulting from the introduction of new processes or new equipment or machinery. The Employer will provide retraining to qualify the 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 Union of any new job classifications that are created as a result of the introduction of new processes, new equipment or machinery.

(19.06) Any employee dismissed under Section 19.04, or 19.05, shall, in the reverse order in which the dismissal was made, be offered the first opportunity to be rehired to a vacancy in the same classification from which the individual was dismissed, whenever a vacancy occurs in such classification within three years of the date of the individual's dismissal.

(19.07) Any individual who either refuses a position in the classification from which he was dismissed or has not been rehired by the Employer within three years of the date of his dismissal automatically terminates his claim to further employment by the Employer. Such an individual shall have the right to refuse a temporary position or a position with a different status (i.e. full-time to part-time or part-time to full-time) or in a different geographic location than the position the employee was dismissed from without affecting his claim to further employment.

(19.08) When a vacancy develops which is not filled pursuant to Section 19.06, dismissed individuals who do not qualify for rehire to that classification under Section 19.06 shall be offered re-employment in the order of their overall seniority, if their competence to perform the duties of the job has been established to the satisfaction of the Employer. Any

dismissed individual who accepts employment in a lower classification, however, retains his right to an opening in the classification from which he was dismissed in accordance with Section 1906.

(19.09) To the extent permitted by the particular plan or benefit provisions, any employee who was dismissed under Section 19.04 or 19.05, 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.

(19.10) The Employer will provide to the Union 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 Union and the last address the employee (or the Union on behalf of the employee) has communicated to the Employer.

(19.11) New employees shall be considered probationary employees for the first three months of their employment. 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 Union. Probationary employees may be dismissed for any reason prior to the successful completion of their probationary period, whether extended or not, provided the Employer does not act in bad faith or in contravention of any provisions of this Agreement. It is agreed that the standard for dismissing probationary employees as reflected in this Article is a lesser standard within the meaning of the *Labour Relations Act*.

(19.12) 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.

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

(19.14) Removed.

ARTICLE 20 – INFORMATION

(20.01) The Employer shall supply the Union on signing, mid-contract, and again three (3) 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.
- (f) Commissions.

(20.02) The Employer shall notify the Union 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 20.01 d) above and effective dates.
- (d) The data specified in section 20.01 for each new employee.

(20.03) The Employer shall provide the Union quarterly with the name, address and telephone number of each employee.

ARTICLE 21 – HEALTH AND SAFETY

The Employer and the Union agree that a safe and healthy work environment is necessary to ensure the well being of the employees.

(21.01) 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.

(21.01)(a) The Health and Safety Committee is presently operating under guidelines, a copy of which is attached to this Agreement as Appendix I. 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.

(21.02) 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.

(21.03) 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.

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

(21.05) 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.

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	
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 time and one half plus regular day's pay. If holiday is not worked, paid a day's pay for the holiday.	If worked on the holiday, paid time and one half If holiday is not worked, employee paid a day's pay only if: – employed 3 months or more – has worked 12 days or more in the 4 week period immediately preceding the holiday. Or as calculated under the provisions of the Ontario Employment Standards Act which ever is greater. The ESA provisions are as follows: Part-time employees shall receive holiday pay equal to the total amount of regular wages and vacation pay payable to the employee in the four weeks before the work week in which the public holiday occurred, divided by 20.
OHIP	
Compulsory unless exempt. Paid 100% by Company.	Not eligible.
EXTENDED HEALTH CARE	
Compulsory. 80% of monthly premium paid for by the Employer.	Not eligible.

REGULAR PART-TIME**PART-TIME**

SEMI-PRIVATE HOSPITALIZATION	
Compulsory. 80% of monthly premium paid for by the Employer.	Not eligible.
LONG-TERM DISABILITY INSURANCE	
<p>Effective April 1, 2003. Paid 100% by employee.</p> <p>Benefit: 67% of the first \$3,000, plus 50% of the next \$2,500, plus 40% of the balance of monthly salary (based on the employee's salary calculated on the basis of the number of hours per week the employee is regularly scheduled to work) to a maximum benefit of \$10,000 per month. Excludes salary for all time worked in excess of the number of hours per week the employee is regularly scheduled to work as a part-time employee.</p> <p>* While a regular part-time employee is temporarily working a 35-hour work week (e.g. summer vacation coverage) or temporarily working in a different classification, the employee will be entitled to LTD benefits based on the employee's salary for the classification the employee would be working in but for the temporary assignment, calculated on the basis of the number of hours per week the employee is regularly scheduled to work as a part time employee.</p>	Not eligible.
DENTAL INSURANCE	
Compulsory. 80% of the monthly premium paid for by the Employer.	Not eligible.

ADVERTISING LETTERS OF UNDERSTANDING

RE: EXPERIENCE RATING

The Employer agrees that in determining an employee's experience rating, experience shall include all employment in comparable work. The comparability of past employment shall be measured in accordance with past practice in the advertising department, recognizing the unique features of the work performed in the Advertising Sales Departments at The Globe and Mail.

RE: POSTING OF VACANCIES

It is agreed that the Employer will post vacant positions within each of the Telemarketing Sales Representative and Advertising Account Manager classifications for employees currently in the same classification and make its best efforts to refrain from moving employees between positions in each of those classifications without the consent of the employee(s) affected.

It is expressly understood that the Employer may vary from these practices when they would prevent the Employer from allocating staff as it requires.

RE: AUTOMOBILE LIABILITY INSURANCE

This will confirm the understanding with regard to liability insurance for employee-owned automobiles used for Company business.

It is the responsibility of each individual to insure his personal automobile to the limits deemed necessary to ensure personal safety. Each employee in the bargaining unit is also required to insure such automobile for business use – this insurance may result in additional premiums.

CTVglobemedia Publishing Inc. and/or their associates and/or their affiliates and/or their subsidiary companies have a Comprehensive General Liability Policy which has been ex-

tended to provide additional liability coverage for employees if a loss arises involving a personal automobile during the performance of employment responsibilities. This endorsement provides coverage only in excess of those limits insured by the owner of the vehicle.

RE: BARGAINING UNIT GEOGRAPHIC COVERAGE

Notwithstanding Article 1.01, the Company agrees that in the Advertising Sales Departments the geographic coverage of the bargaining unit will be voluntarily extended to the Province of Ontario until the coming into force of a renewal agreement upon the expiry of the current Collective Agreement (July 1, 2009 – June 30, 2014).

RE: ON-CALL EMPLOYEES

1. The Employer may hire up to five on-call employees. Such employees shall be used only for short-term durations such as illness and peak load situations. No on-call employee shall work regularly scheduled hours beyond a one (1) month period.
2. Where feasible and practical, Part-time employees shall be first offered work deemed appropriate for on-call employees. Additional hours of such work performed by a part-time employee shall not effect his or her status.
3. On-Call employees will be paid the start rate of the appropriate classification and shall be included within the bargaining unit. (The union-wishes to discuss which other sections of the collective agreement may apply to such employees).

On-Call employees are covered by articles 1, 2, 3, 5, 6, 16, 17, 18, 20 and 21.

RE: ADVERTISING NEW VENTURES

A New Venture is a new product or service, which the Employer intends to operate and has not produced or offered during the previous three years.

It is agreed that a product or service which has not been produced during the previous three years by the Employer or a predecessor employer from which the Employer purchased the product or service and which has a recognized market beyond the market served by The Globe and Mail newspaper and the products and services related to it at the time of the introduction of the new product or service is a new business venture which requires staffing flexibility. It is also agreed that a magazine which has not been in existence during the previous three years is a new business venture which requires staffing flexibility. For the purpose of this paragraph, the product, service or magazine will not qualify for treatment as a new venture if a substantially similar product, service or magazine has been produced during the previous three years by the Employer or a predecessor employer from which the Employer purchased the product, service or magazine.

The Employer cannot hire staff into a new venture without first consulting with the Unit Chair, CEP Local 87-M. Any disagreements regarding the authenticity of a new venture, not meeting the above definition, shall be referred to Arbitration. The Employer may implement their plans pending a formal decision through the Arbitration process.

During the first two years of operation of a new venture, economy dismissals of new Advertising employees who were hired to and are working on the new venture shall be made only when, in the opinion of the Employer, failure to reduce the staff would adversely affect the efficiency of the new venture operation. The first sentence of Article 19.04(a) shall not apply to such economy dismissals. When a new employee is hired to work on a new venture, the Employer shall inform the person of this provision in writing at the time an offer of employment is made and notify the Union Unit Chairperson of the hiring immediately.

When an economy dismissal is to occur pursuant to the above provision, a new employee who was hired to and is working on the new venture shall not have the right to bump or displace an employee to whom the first sentence

of Article 19.04(a) applies. When an economy dismissal is to occur amongst employees to whom the first sentence of Article 19.04(a) applies, such employees shall not have the right to bump or displace a new employee who was hired to and is working on a new venture, during the first two years of operation of the new venture.

An employee who transfers to a position at a new venture shall be entitled, unless employee agrees otherwise, to return to their previous classification and the section of the operations that they worked in prior to the transfer to the new venture when the Employer transfers such an employee out of the new venture because of a reduction in staff at the new venture during its first two years of operation. Should such classification or section of the operations no longer exist, the employee shall be entitled, unless the employee agrees otherwise, to return to a position comparable to the position he held prior to the transfer to the new venture.

Any new employee hired to replace a vacancy caused by an employee transfer to a new venture will be deemed temporary to a maximum of two years.

Where a new product is produced that encompasses the re-constituting of an earlier product but still fits the definition of a New Venture, it is understood that employees working on the earlier product shall be offered first opportunity at positions within the New Venture.

The start of the New Venture shall be deemed to be the date of hire of the first New Venture employee. Two years following that date the New Venture language shall no longer apply and all employees will be covered by all provisions of the collective agreement, with seniority dates as of the date of hire into the New Venture, except where an employee has been transferred and their date and seniority shall be that date held prior to the transfer into the new venture.

Nothing in this letter shall in any way add to, detract from or modify the Coverage article of the collective agreement nor shall anything in this letter constitute an acknowledgement

on the part of the Employer of any limitation on the right of the Employer to contract out work.

RE: BELL GLOBEMEDIA INTERACTIVE

In the event Advertising employees presently employed by Bell Globemedia Interactive become employed by The Globe and Mail, the parties agree such employees are covered by the scope of the Collective Agreement. The parties further agree that employees of Bell Globemedia Interactive will not sell into the print edition of The Globe and Mail. The parties agree that in the event of multi-platform sales the advertising employee responsible for the account at The Globe and Mail will be involved in the sale.

RE: ADVERTISING CAREER PATH

Further to discussions during bargaining the Employer confirms that the general career path for advertising employees who so desire is from ASR to Inside Sales Representative to Outside Sales Representative. Within the Outside Sales Representative Classification the career path progression is from desks of smaller sales volumes to those of larger sales volumes. Employees interested in moving within the department should make their desire known to the training manager.

SCHEDULE (C)

CIRCULATION

SCHEDULE (C) – CIRCULATION
Effective July 1, 2009 to June 30, 2014

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ARTICLE 1 – COVERAGE

(1.01) This Schedule covers all employees of the Employer in the Circulation Department save and except the following: Directors of Circulation, Circulation Managers, Traffic Supervisor, Logistics Supervisors, Branch Managers, Circulation Statistics Manager, Customer Care Centre Manager, Customer Care Centre Supervisors, Circulation Administration Manager, Alternate Products Coordinator, Alternate Products Manager, Subscription Supervisor, Supervisor Systems Maintenance & Delivery, District Representatives, Assistant District Representatives, Direct Marketing Supervisor persons exercising managerial functions equal or superior to those described above, and three (3) confidential secretaries.

(1.02) The Employer agrees to notify the Union quarterly of new positions involving the exercise of managerial functions.

ARTICLE 2 – UNION SHOP

(2.01) 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 Union or who thereafter becomes a member of the Union, 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 Union or (2) advise the Union in writing, by registered mail that he or she does not wish to become a member of the Union. As an alternative to the registered mail, the Union office will give the sender a receipt for such notification. The Union agrees that it will retain in membership any employee subject to the constitution and the bylaws of the Union. An employee dismissed under this Article shall not receive severance pay.

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

(2.03) The Employer agrees to advise new employees that a collective agreement is in effect and of the conditions of

employment with regards to Union membership and deduction of Union 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 Union 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 Thirty (30) minutes for the purpose of acquainting the new employee with the benefits and responsibilities of Union membership.

ARTICLE 3 – DUES DEDUCTION

(3.01) The Employer shall deduct from the earnings of each employee covered by this Agreement and pay to the Union not later than the 15th day of each month all Union dues and assessments. Such dues and assessments shall be deducted bi-weekly from the employee's earnings in accordance with a schedule furnished the Employer by the Union. Such schedule may be amended by the Union at any time. The Employer shall, when remitting dues and assessments to the Union, give the names of the employees from whose pay deductions have been made and the amount of the deduction.

ARTICLE 4 – HOURS AND OVERTIME

(4.01) The five-day, 35 hour week shall prevail.

(4.02) The working shift shall consist of 7 hours falling within 8 consecutive hours.

(4.03) 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 8 hours in a shift or 40 hours in a work week (defined as Monday to Sunday), or any work performed at hours not scheduled, as provided in section 4.05. Any employee who is assigned to work a 6th or 7th shift in the work week, shall be paid for those hours worked at the rate of one and one-half times the

regular straight time rate provided the employee has worked a regular five day week.

(4.04) An employee required to work after his 8 hours of work in a day or 40 hours in a week 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. 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.

All existing lieu days as of July 1, 2009 must be used by August 31, 2010. Any lieu days accumulated from July 1, 2009 onwards must be used within 90 days or will be paid out.

(4.05) 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 Monday one week 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.

(4.06) 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.

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

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

ARTICLE 5 – GENERAL WAGE PROVISIONS

(5.01) **Experience Classification.** In the application of the following schedule 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 Union 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 his 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.

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

(5.03) **Dual Work.** Any employee who works for a full shift 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. This shall not apply to training periods of up to two weeks in a higher 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.

(5.04) **Salaries Above Minimum.** The minimum wages established herein are minimums only. Salaries above those provided in Section 6.01 may be paid to an individual employee as recognition of individual merit and performance. The Union may represent employees in bargaining for such salaries.

(5.05) **Night Differential.** Any employee, the major part of whose shift is worked at any time between 7 p.m. and 7 a.m., shall receive a night differential of \$13.00 for each such shift worked. Any employee whose shift commences at or after 7:00 p.m. and before 5:00 a.m. shall receive a night differential of \$15.00 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.

(5.06) Payment of wages shall be made once every two weeks.

(5.07) In the event that a new job classification is created or in the event of a significant change in the duties and responsibilities of a position, the Employer and the Union will discuss and attempt to agree upon the proper classification and salary scale for the position. Failing agreement, the matter may be referred to arbitration for a final and binding determination.

ARTICLE 6 – WAGES

(6.01) 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 a.m. on the dates shown.

Those employees in the Group C (Alternate Product Coordinator, Home Delivery Coordinator, Branch Coordinator, Statistics Assistant, Systems Maintenance Coordinator, Subscriptions Representative) and Group Cc (Customer Service Representatives Editorial Assistants) classifications below whose salaries are above the wage grids as set out in the classifications below shall be green circled and receive the applicable percentage increases above to their current salary in the third, fourth and fifth year of these agreements.

Group A

Senior Customer Service Representative, Subscriptions Analyst

	<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
Start	\$ 831.55	\$ 831.55	\$ 848.18	\$ 869.39	\$ 891.12
After 1 Yr.	\$ 871.50	\$ 871.50	\$ 888.93	\$ 911.16	\$ 933.94
After 2 Yrs.	\$ 976.45	\$ 976.45	\$ 995.98	\$1,020.88	\$1,046.40
After 3 Yrs.	\$1,096.37	\$1,096.37	\$1,118.29	\$1,146.25	\$1,174.91
After 4 Yrs.	\$1,238.46	\$1,238.46	\$1,263.23	\$1,294.81	\$1,327.18

Group B

Senior Subscriptions Representative

	<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
Start	\$ 770.63	\$ 770.63	\$ 786.05	\$ 805.70	\$ 825.84
After 1 Yr.	\$ 829.08	\$ 829.08	\$ 845.66	\$ 866.80	\$ 888.47
After 6 Mth	\$ 861.27	\$ 861.27	\$ 878.49	\$ 900.45	\$ 922.96
After 2 Yrs.	\$ 946.01	\$ 946.01	\$ 964.93	\$ 989.05	\$1,013.78
After 3 Yrs.	\$1,042.49	\$1,042.49	\$1,063.34	\$1,089.93	\$1,117.18
After 4 Yrs.	\$1,138.99	\$1,138.99	\$1,161.77	\$1,190.82	\$1,220.59

Group C

Alternate Product Co-ordinator, Home Delivery Co-ordinator, Branch Co-ordinator, Statistics Assistant, Systems Maintenance Co-ordinator, Subscriptions Representative

	<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
Start	\$650.78	\$650.78	\$663.79	\$680.39	\$697.40
After 1 Yr.	\$711.31	\$711.31	\$725.53	\$743.67	\$762.26
After 2 Yrs.	\$782.84	\$782.84	\$798.50	\$818.46	\$838.92
After 3 Yrs.	\$865.38	\$865.38	\$882.69	\$904.76	\$927.38

Group Cc

Customer Service Representative

	<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
Start	\$578.47	\$578.47	\$590.04	\$604.79	\$619.91
After 1 Yr.	\$632.27	\$632.27	\$644.92	\$661.04	\$677.57
After 2 Yrs.	\$695.86	\$695.86	\$709.77	\$727.52	\$745.71
After 3 Yrs.	\$769.23	\$769.23	\$784.62	\$804.23	\$824.34

Group E

Summer Customer Service Representative

	<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
Start	\$527.97	\$527.97	\$538.53	\$552.00	\$565.80
After 1 Yr.	\$559.09	\$559.09	\$570.27	\$584.53	\$599.14
After 2 Yrs.	\$592.92	\$592.92	\$604.78	\$619.90	\$635.40
After 3 Yrs.	\$653.85	\$653.85	\$666.92	\$683.60	\$700.69

Group F

Returns Clerk

	<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
	\$832.05	\$832.05	\$848.69	\$869.91	\$891.66

A 10% premium shall be paid for all hours worked in the role of Team Lead.

The July 2009 salary grids are based on a zero per cent (0%) increase over the July 1, 2008 salary grids.

The July 2010 salary grids are based on a zero per cent (0%) increase over the July 1, 2009 salary grids.

The July 2011 salary grids are based on a two per cent (2.0%) increase over the July 1, 2010 salary grids.

The July 2012 salary grids are based on a two and a half per cent (2.5%) increase over the July 1, 2011 salary grids.

The July 2013 salary grids are based on a two and a half per cent (2.5%) increase over the July 1, 2012 salary grids.

ARTICLE 7 – VACATIONS

(7.01) Subject to Section 7.07, 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:

Less than one year of continuous service

– One day for each sixteen days worked.

After one year of continuous service

– Three weeks annually.

After five years of continuous service

– Four weeks annually.

After fifteen years of continuous service

– Five weeks annually.

Any employee who has an anniversary date that as of September 1, 2008 would have already provided him/her with ten years of continuous service will have their fifth week of vacation grandfathered. Any employee who has an anniversary date that as of September 1, 2008 would have already provided him/her with twenty-three years of continuous service will have their sixth week of vacation grandfathered.

In addition, any employee who has an anniversary date that would provide him/her with ten years of continuous service between July 1, 2009 to August 31, 2010 will be eligible for 5 weeks of vacation in the vacation year commencing September 1, 2010 and thereafter.

(7.02) 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 15th or after September 30th. 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 April 1 may lose the privilege of selection to which their seniority entitles them. Granting of vacations shall be confirmed in writing when requested.

(7.03) An employee whose vacation time includes a recognized holiday(s) as defined in Section 8.01 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.

(7.04) Effective each vacation year commencing September 1, 2009, employees may only carry over a maximum of 5 days beyond August 31st and all vacation to be taken by December 31st or will be forfeited. Exceptions upon written mutual agreement by Department Head and Human Resources.

(7.05) 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 ten 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 (applicable only to employees grandfathered with a sixth week of vacation).

(7.06) 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.

(7.07) Notwithstanding the above, part-time and temporary employees who will have completed specified periods of service by the next September 1 shall be paid their vacation pay with each salary payment as follows:

- Less than 5 years – 6% of gross earnings
- After 5 years – 8% of gross earnings
- After 15 years - 10% of gross earnings

In addition, such employees shall be entitled to vacation time off without pay on the same basis as regular full-time employees, if requested by the employee.

Any employee who has an anniversary date that as of September 1, 2008 would have already provided him/her with ten years of continuous service will have their 10% vacation

pay grandfathered. Any employee who has an anniversary date that as of September 1, 2008 would have already provided him/her with twenty-three years of continuous service will have their 12% vacation pay grandfathered.

In addition, any employee who has an anniversary date that would provide him/her with ten years of continuous service between July 1, 2009 to August 31, 2010 will be eligible for 10% vacation pay in the vacation year commencing September 1, 2010 and thereafter.

(7.08) Notwithstanding the provisions of 7.07 above, part-time employees shall have the option of receiving their vacation pay in conjunction with their vacation time. Those part-time employees who elect this option must do so within sixty (60) days of ratification of this agreement or at the time of hiring.

ARTICLE 8 – RECOGNIZED HOLIDAYS

(8.01) The following holidays are recognized: New Year's Day, Family 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. Employees shall also be entitled to a holiday on their birthday, which must be taken within 45 days following their birthday or forfeited. The Company has the right to substitute any new statutory holidays with existing recognized holidays.

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

(8.03) 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 one and a half 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 one and a half 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.

All existing lieu days as of July 1, 2009 must be used by August 31, 2010. Any lieu days accumulated from July 1, 2009 onwards must be used within 90 days or will be paid out.

(8.04) 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.

(8.05) 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

(9.01) The Employer shall pay 80% of the monthly premiums for basic life insurance and accidental death and dismemberment insurance effective April 1, 2003, during the life of this Agreement for full-time employees. Such employees are required to participate in the insurance plans. Coverage for each plan is equal to three times basic annual earnings to a maximum of \$1,000,000.

(9.02) The CTVglobemedia Publishing Inc. 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 CTVglobemedia Publishing Inc. Employees' Retirement Plan – The Globe and Mail Division.

Effective January 1, 2011, existing members of the defined benefit pension provisions will be given the option to 1) cease earning credited service under the defined benefit provisions and thereafter participate in the defined contribution provisions of the plan; or 2) continue earning credited service under the defined benefit provisions of the plan. No employee will join the defined benefit provisions of the plan on or after July 3, 2009. All new employees hired on or after July 3, 2009 will enroll in the defined contribution provisions of the plan, subject to the eligibility provisions of the plan.

ARTICLE 10 – SICK LEAVE

(10.01) Sick leave with full pay shall be granted in accordance with past established practice. Employees shall be entitled to twenty six weeks of sick leave at full pay.

In the event that there is a dispute between the Company physician and the employee's physician as to the employee's disability or the ability of the employee to return to work, a physician who is practicing in the relevant medical specialty shall be designated jointly by the parties to assess the employee. In such cases, the Company agrees to pay any fees beyond those covered by OHIP. The decision of the designated physician shall be final and binding upon the parties and should it be determined that the employee was entitled to sick leave such payment shall be made retroactive to the date it was first denied by the Company.

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

(10.03) The Employer shall pay, on behalf of employees the full monthly premium of the Ontario Health Insurance Plan.

The Employer shall pay 80% of the monthly premium for the extended healthcare plan which includes hearing aids coverage of \$500 per person every 4 calendar years; vision care \$275 maximum per person every 24 month period, effective January 1, 2006; and increase to \$300 maximum per person every 24 month period, effective January 1, 2008; eye exam benefit to a maximum of \$60 per person every 24 month period effective January 1, 2006; and semi-private hospital. The Employer shall pay 80% of the monthly premium for the dental plan, which will include coverage for preventive, minor restorative, major restorative edontics, periodontics and orthodontics for dependent children. Payment for covered services of the Dental Plan will be 80% as specified in the Current Fee Guide and 50% for orthodontics.

Employees shall pay the full monthly premiums for a long term disability plan which pays a non-taxable monthly benefit of 67% of the first \$3,000 monthly basic salary, 50% of the next \$2,500 and 40% of the balance to a maximum of \$10,000 monthly benefit.

The Employer will continue to provide benefits for Repetitive Strain Injury assessment and treatment performed by providers agreed to by the Union and the Employer, with lifetime maximums of an Initial Assessment of \$1,000, Stage 1 treatment – \$1,200, Stage 2 treatment – \$3,000, Stage 3 treatment – \$4,500.

The Employer may change carriers as long as equivalent or superior coverage is provided, subject to Section 10.04.

(10.04) There shall be no reduction in the benefits provided by the benefit plans listed in section 10.03.

(10.05) Upon request, the Employer agrees to meet with the Union to discuss the disposition of any Employment Insurance premium rebates.

ARTICLE 11 – SEVERANCE PAY

(11.01) Upon dismissal to reduce staff, 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.

(11.02) 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 (52) weeks' wages plus a further fifteen per cent (15%) of said lump sum plus a further five hundred dollars (\$500).

(11.03) 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:

(a) 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 11.01 or 11.02 as the case may be.

(b) 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.

ARTICLE 12 – EXPENSES AND EQUIPMENT

(12.01) 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 \$0.3789 per kilometer effective July 1, 1996, adjusted quarterly thereafter commencing October 1, 1996, based on the “Private Transportation” item of the Consumer Price Index by City of Toronto using quarterly averages adjusted from the second quarter average in 1996.

ARTICLE 13 – LEAVES OF ABSENCE

(13.01) 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.

(13.02) If an employee is elected or appointed to any office or position of the Communications, Energy and Paperworkers Union of Canada or CLC or office or position of a local of the Communications, Energy and Paperworkers Union of Canada, or office or position with any organization with which the Communications, Energy and Paperworkers Union of Canada 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.

(13.03) Leaves of absence without pay upon request shall be granted to employees elected or appointed delegates to attend meetings or conventions of the Communications, Energy and Paperworkers Union of Canada, or CLC, or any organization with which the Communications, Energy and Paperworkers Union of Canada is affiliated, and to delegates to attend special meetings called by the Communications, Energy and Paperworkers Union of Canada, or by any branch thereof, or by any organization with which the Communications, Energy and Paperworkers Union of Canada 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.

(13.04) 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.

(13.05) 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.

(13.06)(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 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 and parental 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 twelve (12) months.

(d) An employee on pregnancy leave and parental leave or extended leave will continue to participate in the benefit plans listed in section (10.03), 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 equal to 100% of base pay for the two (2) week waiting period under the Employment Insurance Act to an employee on pregnancy leave for the birth of her child who has applied for and qualifies for pregnancy benefits under the Employment Insurance Act. In addition, effective January 1, 2006, the six (6) weeks post natal pay will now be distributed equally during the fifteen (15) week maternity period. An employee who terminates employment during or at the conclusion of pregnancy leave, or less than six (6) months after completing such a leave shall reimburse the Employer for any SUB benefits which she has received.

(13.07) 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. 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.

(13.08) 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.

Leaves provided for in Article 13 shall be considered service time in the computation of severance or dismissal pay with the exception that time in excess of twenty-four (24) continuous months on a leave pursuant to Article 13.02 shall not be considered service time in the computation of severance or dismissal pay.

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 13.06(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.

(13.09) Employees shall be entitled to participate in a deferred compensation leave plan in accordance with the Letter of Understanding which is attached to, and forms part of this Agreement.

ARTICLE 14 – PART-TIME AND TEMPORARY EMPLOYEES

(14.01) 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 Union shall be notified in writing as to the reason for such employment, and its expected duration when known. If, within four weeks of the end of employment as a temporary employee, an individual is re-hired as either a regular or temporary employee, the employee's service shall be deemed to be continuous.

(14.02) 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.

(14.03) Part-time and temporary employees are covered by all provisions of this contract, except those for which eligibility is regular full-time employment. Part-time employees

shall receive extended health and dental benefits as outlined in Appendix A of this Agreement for those benefits listed in Appendix A. Temporary employees hired for a period of less than twelve (12) months are not eligible for extended health and dental benefits. Temporary employees hired on a series of contracts that extend beyond twelve months shall be eligible for extended health and dental benefits, provided that their employment is continuous and that eligibility for extended health and dental benefits commences at twelve months of employment.

(a) Temporary employees hired to cover for vacations during the period of April 15 to September 30 shall not be eligible for the Extended Health Care, Semi-Private Hospitalization, Dental and Long Term Disability Plans unless such an employee is eligible based on service prior to commencing the employment to cover for such vacations, i.e. the total length of temporary assignment exceeds twelve (12) months.

(b) Temporary employee contracts may be terminated with 2 weeks notice at the sole discretion of the employer.

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

(14.05) 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

(15.01) An employee may be transferred by the Employer 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 Union.

(15.02) The Employer agrees not to transfer an employee to a position outside the bargaining unit without the employee's consent except where a surplus condition exists in the classification from which the Employer wishes to make the transfer. Where a surplus exists, the Employer will first seek volunteers within the affected classification willing to accept the transfer. In the event that there are no volunteers who in the opinion of the Employer are capable of performing the work required, it will transfer the most junior employee from the affected classification who in the opinion of the Employer is capable of performing the work required, provided that the classification to which the employee is to be transferred is in a Union bargaining unit and provided the employees remaining in the affected classification are in the opinion of the Employer capable of performing the work remaining.

(15.03) There shall be no reduction in salary or impairment of benefits as a result of a transfer to another position or classification, except upon the mutual consent of employee, Employer and the Union, and the Employer shall make all efforts not to so transfer an employee against his wishes. A complaint by an employee about such a transfer shall be dealt with, if necessary, under the provisions of the grievance procedure. 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

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

(16.02) Employees shall be free to engage in activities outside working hours, provided:

(1) Such activities in no way reduce or impair the employee's ability to discharge his duties to the Employer and

(2) That without permission no employee shall exploit his connection with the Employer in the course of such activities.

(16.03) All reference to the Employer shall mean the Employer or his representative.

(16.04) 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.

(16.05) In all cases where notice to the Union is required, such notice shall be addressed to the Chairperson of The Globe and Mail Unit at the offices of the Union and to Local 87-M or CEP National Representative assigned to The Globe and Mail.

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

(16.07) **Struck Work.** No employee shall be required to work at the office of or for another Toronto daily newspaper where there is a legal strike of the Union concerning employees in his classification.

Union members shall not be required to cross a picket line at the premises of the Employer because of a lawful strike by Union members who are employees in another Union bargaining unit of the Employer, provided such members exercise such option when first confronted by such picket line. Such Union 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.

(1608) Where the masculine is used in this Agreement, it shall be deemed to include the feminine.

ARTICLE 17 – GRIEVANCE PROCEDURE

(17.01) The Union 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.

(17.02) 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.

(17.03) Any matter, except renewal of this contract, 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 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.

(17.04) The Employer and the Union 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 Union, except that neither party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

(17.05) Notwithstanding the thirty (30) day time limit specified in Section 17.03, either party may refer to final and binding arbitration a grievance arising out of a dismissal of an employee 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.

(17.05)(a) An arbitrator or arbitration board shall have no power to modify, amend or add to the terms of this Agreement, nor to make any decision inconsistent therewith.

(17.06) 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 Union in the case of a final warning, suspension or dismissal.

Were 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

(18.01) 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 wage not less than that prevailing on his return for his classification on leaving.

ARTICLE 19 – HIRING

(19.01) If the Employer finds it necessary to fill vacancies or requires additional employees, it shall so notify the Union.

(19.02) The Employer agrees that when hiring it will not discriminate on the basis of membership or activity in the Union; 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.

(19.03) 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.

(19.04) The Employer shall post notices of vacancies within the Union's 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, the duties and 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 Union office.

The Employer agrees to interview all applicants from within the Union's 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 and shall also be advised by the Employer of the reasons as to why they were not selected as the successful applicant. Upon request an employee may have a Union representative at such a meeting.

It is agreed that in a grievance concerning the Employer's hiring decision, an arbitrator shall only have jurisdiction to determine if the Employer made the decision in an arbitrary, discriminatory or bad faith manner.

ARTICLE 20 – SECURITY

(20.01) There shall be no dismissal or any form of discipline of employees except for just and sufficient cause, subject to Section (20.12).

No disciplinary action or dismissal may be based upon listening to an employee's work on the telephone unless the employee has been specifically advised that his individual work performance is being monitored in this manner.

(20.02) There shall be no dismissals of or other discrimination against any employee because of his membership or activity in the Union; 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 Union recognize the right of employees to work in an environment free from sexual harassment. The Employer will not tolerate sexual harassment of employees.

(20.03) 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 20.04, or a reduction in staff in Section 20.05, there will be a minimum of eight weeks' notice. In the case of a dismissal for alleged in-

competence, 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 Union and shall give the reason for the dismissal.

(20.04) Dismissals to reduce staff due to economic reasons will be dealt with as follows:

(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 Union will discuss other means of effecting necessary economies.

(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 20.04(a). During this time, employees in the classifications involved may offer to resign in return for severance pay. Such a resignation will be effective eight (8) weeks after the offer to resign is accepted. The Employer may release the employee sooner provided the employee is paid until the effective date of the resignation.

The offers to resign will be accepted in the order of the total length of service of the employees from the affected classification, provided that the Employer may refuse an employee's offer if those remaining in the classification would not have the skill, ability, knowledge and experience to perform the work required. The Employer shall not be required to accept offers from more than the number of employees the Employer seeks to reduce in the affected classification. The number of employees to be dismissed shall be reduced accordingly.

(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 group in Article 6 – Wages.

(d) The Employer will transfer an employee who has received notice of dismissal, at the request of such employee, to replace the least senior employee in another classification in the same wage group or a lower wage group at the same geographic location as the employee requesting the transfer, provided the employee has the skill, ability, knowledge and experience to perform the work required after a brief familiarization period and has more seniority than the employee to be replaced.

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

(f) An employee transferred to a lower classification shall be paid the top minimum for that classification. If that would result in an increase in salary for the employee, the employee shall be paid the minimum salary in the lower classification which is equivalent to or next lower than the employee's salary, if there is such a minimum salary in the lower classification. However, an employee who has the employment experience in comparable work to qualify for a higher minimum salary in the lower classification shall be paid accordingly.

(g) The employees ultimately dismissed shall be entitled to severance pay provided by Section 11.01.

(20.05) 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 Union prior to the introduction of new processes or new types of equipment or machinery when such introduction would result in a reduction in staff (other than probationary employees at the time the notice is given). For employees hired prior to January 1, 1977, the Employer agrees to effect by attrition any reduc-

tion 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 Union of any new job classifications that are created as a result of the introduction of new processes, new equipment or machinery.

(20.06) Any employee dismissed under Section 20.04 or 20.05 shall, in the reverse order in which the dismissal was made, be offered the first opportunity to be rehired to a vacancy in the same classification from which the individual was dismissed, whenever a vacancy occurs in such classification within three years of the date of the individual's dismissal.

(20.07) Any individual who either refuses a position in the classification from which he was dismissed or has not been rehired by the Employer within three years of the date of his dismissal automatically terminates his claim to further employment by the Employer. Such an individual shall have the right to refuse a temporary position or a position with a different status (i.e. full-time to part-time or part-time to full-time) or in a different geographic location than the position the employee was dismissed from without affecting his claim to further employment.

(20.08) When a vacancy develops which is not filled pursuant to Section 20.06, dismissed individuals who do not qualify for rehire to that classification under Section 20.06 shall be offered re-employment in the order of their overall seniority, if their competence to perform the duties of the job has been established to the satisfaction of the Employer. Any dismissed individual who accepts employment in a lower classification, however, retains his right to an opening in the classification from which he was dismissed in accordance with Section 20.06.

(20.09) To the extent permitted by the particular plan or benefit provisions, any employee who was dismissed under Section 20.04 or 20.05 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.

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

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

(20.12) 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. There shall be a new three-month 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 Union. Probationary employees may be dismissed for any reason prior to the successful completion of their probationary period, whether extended or not, provided the Employer does not act in bad faith or in contravention of any provisions of this Agreement. It is agreed that the standard for dismissing probationary employees as reflected in this Article is a lesser standard within the meaning of the *Labour Relations Act*.

(20.14) 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

(21.01) The Employer shall supply the Union on signing, mid-contract, and again 3 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.

(21.02) The Employer shall notify the Union 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 21.01(d) above and effective dates.
- (d) The data specified in Section 21.01 for each new employee.

(21.03) The Employer shall provide the Union quarterly with the name, address and telephone number of each employee.

ARTICLE 22 – HEALTH AND SAFETY

The Employer and the Union agree that a safe and healthy work environment is necessary to ensure the well-being of the employees.

(22.01) 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.

(22.01)(a) The Health and Safety Committee is presently operating under guidelines, a copy of which is attached to this Agreement as Appendix I. 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.

(22.02) 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.

(22.03) 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.

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

(22.05) 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.

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	
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 time and one half plus regular day's pay. If holiday is not worked, paid a day's pay for the holiday.	If worked on the holiday, paid time and one half If holiday is not worked, employee paid a day's pay only if: – employed 3 months or more – has worked 12 days or more in the 4 week period immediately preceding the holiday. Or as calculated under the provisions of the Ontario Employment Standards Act which ever is greater. The ESA provisions are as follows: Part-time employees shall receive holiday pay equal to the total amount of regular wages and vacation pay payable to the employee in the four weeks before the work week in which the public holiday occurred, divided by 20.
OHIP	
Compulsory unless exempt. Paid 100% by Company.	Not eligible.
EXTENDED HEALTH CARE	
Compulsory. 80% of monthly premium paid for by the Employer.	Not eligible.

REGULAR PART-TIME**PART-TIME**

SEMI-PRIVATE HOSPITALIZATION	
Compulsory. 80% of monthly premium paid for by the Employer.	Not eligible.
LONG-TERM DISABILITY INSURANCE	
<p>Effective April 1, 2003. Paid 100% by employee.</p> <p>Benefit: 67% of the first \$3,000, plus 50% of the next \$2,500, plus 40% of the balance of monthly salary (based on the employee's salary calculated on the basis of the number of hours per week the employee is regularly scheduled to work) to a maximum benefit of \$10,000 per month. Excludes salary for all time worked in excess of the number of hours per week the employee is regularly scheduled to work as a part-time employee.</p> <p>* While a regular part-time employee is temporarily working a 35-hour work week (e.g. summer vacation coverage) or temporarily working in a different classification, the employee will be entitled to LTD benefits based on the employee's salary for the classification the employee would be working in but for the temporary assignment, calculated on the basis of the number of hours per week the employee is regularly scheduled to work as a part time employee.</p>	Not eligible.
DENTAL INSURANCE	
Compulsory. 80% of the monthly premium paid for by the Employer.	Not eligible.

CIRCULATION LETTERS OF UNDERSTANDING

RE: SHIFTS OF LESS THAN SEVEN HOURS

Without prejudice to the positions of the Employer and the Union with respect to the right of the Employer to schedule part-time employees to shifts of less than seven (7) hours and notwithstanding Article 4.02 of the Agreement, the Union agrees that the Employer may continue to have part-time Customer Service Representatives work shifts of less than seven (7) hours to the extent it currently makes use of such shifts (three positions consisting of four such shifts each at Head Office; one position consisting of five such shifts in Burlington; one position consisting of one such shift in Ottawa).

The Union will consider Employer proposals to have part-time employees scheduled to work additional shifts of less than seven (7) hours to meet peak operational needs.

RE: BELL GLOBEMEDIA INTERACTIVE

The parties agree that effective the date of signing of this Memorandum of Agreement, the current practice of assigning circulation employees to provide customer service or subscription services to the subscribers or users of electronic versions of The Globe and Mail through sites of Bell Globemedia Interactive will continue. Should The Globe and Mail wish to alter, change or amend this status quo it shall provide the Union with 30 days notice of its intention and the parties will meet and discuss the proposed change in status quo prior to filing any grievance. Should the employer decide to discontinue any of the above services, it is understood that the provisions of Article 20 of the Collective Agreement apply.

RE: CIRCULATION SCHEDULING

The Parties agree that within thirty days of the signing of this agreement they will establish a joint scheduling committee

with the mandate to review and resolve scheduling problems within the department. No grievance will be filed on an issue of scheduling prior to this committee having an opportunity to resolve the concern.

RE: TRANSPORTATION

The Employer agrees to meet with the Union to discuss the impact of transportation costs on Circulation employees should full-time employees be forced to work shifts that commence at times when public transit is not available.

SCHEDULE (D)

DISTRICT REPRESENTATIVES

MEMORANDUM OF AGREEMENT
BETWEEN
THE GLOBE AND MAIL
A DIVISION OF BELL GLOBEMEDIA PUBLISHING INC.
(THE EMPLOYER)
AND
COMMUNICATIONS, ENERGY
PAPERWORKERS UNION OF CANADA
LOCAL 87-M
SOUTHERN ONTARIO NEWSMEDIA GUILD
(THE UNION)

1. This Memorandum is an amendment to the Collective Agreement between the Communications, Energy and Paperworkers Union of Canada and The Globe and Mail. This Memorandum sets out the terms and conditions for the coverage of employees under Schedule D of that Collective Agreement.
2. The Employer recognizes the jurisdiction of The Union for employees in the Circulation Department in the Province of Ontario in the jobs of District Representative and Assistant District Representative save and except branch supervisor, persons above the rank of branch supervisor, agents and motor route operators, persons regularly employed for not more than twenty-four hours per week, and students employed during the school vacation period.
3. The Employer and the Union have agreed not to publish the full text of Schedule D in this Memorandum because there are no employees currently employed within the jurisdiction of the Schedule.
4. Should employees be hired to work in this jurisdiction it is expressly agreed that the terms and conditions as at June 30, 2002 shall prevail save and except the wage Rates in Article 6 which shall be increased by the same amount as wages increases negotiated by the Union for other Globe employees.

SCHEDULE (E)

MAINTENANCE & DELIVERY

**SCHEDULE (E) –
MAINTENANCE & DELIVERY
Effective July 1, 2009 to June 30, 2014**

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ARTICLE 1 – COVERAGE

(1.01) This Schedule covers all employees of the Employer in the following classifications who regularly work more than four hours per shift; driver/trainer, truck drivers, truck driver-loaders, loaders, cleaners, cleaners regularly working 21 hours per week, painters, electricians, machinists, building mechanics, garage mechanics, garage attendants, carpenters and utility persons, save and except foremen and persons above the rank of foreman.

(1.02) The Employer agrees to notify the Union quarterly of new foreman positions or positions above the rank of foreman.

ARTICLE 2 – UNION SHOP

(2.01) 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 Union or who thereafter becomes a member of the Union, 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 Union or (2) advise the Union in writing, by registered mail, that he or she does not wish to become a member of the Union. As an alternative to the registered mail, the Union office will give the sender a receipt for such notification. The Union agrees that it will retain in membership any employee subject to the constitution and the bylaws of the Union. An employee dismissed under this Article shall not receive severance pay.

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

(2.03) The Employer agrees to advise new employees that a collective agreement is in effect and of the conditions of employment with regards to Union membership and deduction of Union 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 Union 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 thirty (30) minutes for the purpose of acquainting the new employee with the benefits and responsibilities of Union membership.

ARTICLE 3 – DUES DEDUCTION

(3.01) The Employer shall deduct from the earnings of each employee covered by this Agreement and pay to the Union not later than the 15th day of each month all Union dues and assessments. Such dues and assessments shall be deducted bi-weekly from the employees' earnings in accordance with a schedule furnished the Employer by the Union. Such schedule may be amended by the Union at any time. The Employer shall, when remitting dues and assessments to the Union, give the names of the employees from whose pay deductions have been made and the amount of the deduction.

ARTICLE 4 – HOURS AND OVERTIME

(4.01) The five day, 35 hour week shall prevail.

(4.02) The working shift shall consist of seven (7) hours falling within not more than eight (8) consecutive hours. For highway truck drivers, electricians, machinists, building mechanics, the working shift shall fall within seven and one-half (7 1/2) consecutive hours and such employees may be required to remain in attendance during the half-hour lunch period, provided that the working shift of employees so required to remain in attendance shall fall within seven (7) hours.

(4.03) 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 8 hours in a shift or 40 hours in a work week (defined as Monday to Sunday), or any work performed at hours not scheduled, as

provided in section 4.05. Any employee who is assigned to work a 6th or 7th shift in the work week, shall be paid for those hours worked at the rate of one and one-half times the regular straight time rate provided the employee has worked a regular five day week.

In the case of highway truck drivers on scheduled long runs the overtime provisions shall not apply on the first two hours of overtime in any shift provided that equivalent time off is given within the same pay week.

(4.04) An employee required to work after his 8 hours of work in a day or 40 hours in a week 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. 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.

All existing lieu days as of July 1, 2009 must be used by August 31, 2010. Any lieu days accumulated from July 1, 2009 onwards must be used within 90 days or will be paid out.

(4.05) 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 Monday one week 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 4.03 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.

(4.06) 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.

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

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

ARTICLE 5 – GENERAL WAGE PROVISIONS

(5.01) **No Pay Cuts.** There shall be no reduction in wages except by mutual agreement.

(5.02) **Dual Work.** Any employee who works in more than one classification shall receive the rate of pay of the higher 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.

(5.03) **Night Differential.** A night differential of \$11.00 (effective January 1, 1997 \$12.00, effective January 1, 1999 \$13.00) per shift will be paid to employees the major part of whose shift is worked at any time between 6 p.m. and 6 a.m. Any employee whose shift commences at or after 7:00 p.m. and before 5:00 a.m. shall receive a night differential of \$13.00 (effective January 1, 1997 \$14.00 per shift, effective January 1, 1999 \$15.00 per shift) 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.

(5.04) Payment of wages shall continue to be made weekly until September 1997 at which time payment of wages will move to once every two weeks

(5.05) **Salaries Above Minimum.** The minimum wages established herein are minimums only. Salaries above those provided in Section 6.01 may be paid to an individual employee as recognition of individual merit and performance. The Union may represent employees in bargaining for such salaries.

(5.06) In the event that a new job classification is created or in the event of a significant change in the duties and responsibilities of a position, the Employer and the Union will discuss and attempt to agree upon the proper classification and salary scale for the position. Failing agreement, the matter may be referred to arbitration for a final and binding determination.

ARTICLE 6 – WAGES

(6.01) 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 a.m. on the dates shown.

	<u>July 1/09</u>	<u>July 1/10</u>	<u>July 1/11</u>	<u>July 1/12</u>	<u>July 1/13</u>
Electrician	\$1,489.02	\$1,489.02	\$1,518.80	\$1,556.77	\$1,595.69
Machinist	\$1,489.02	\$1,489.02	\$1,518.80	\$1,556.77	\$1,595.69
Building Mechanic	\$1,230.61	\$1,230.61	\$1,255.22	\$1,286.60	\$1,318.77
Carpenter/ Locksmith	\$1,219.35	\$1,219.35	\$1,243.74	\$1,274.83	\$1,306.70
Carpenter	\$1,130.10	\$1,130.10	\$1,152.70	\$1,181.52	\$1,211.06
Painter	\$1,130.10	\$1,130.10	\$1,152.70	\$1,181.52	\$1,211.06
Utility Person	\$ 957.56	\$ 957.56	\$ 976.71	\$1,001.13	\$1,026.16
Loader	\$ 773.78	\$ 773.78	\$ 789.26	\$ 808.99	\$ 829.21

An employee in the classification of lead hand shall be entitled to a bonus of \$60.00 per week. This bonus shall be in addition to the employee's regular weekly salary but shall not form part of nor be considered in any calculation or utilization of the employee's straight time rate.

(6.02) Electrician and machinist apprentices shall be paid at the following percentages of the weekly wages shown above:

First six months of the 1st year	50%
Second six months of the 1st year	55%
First six months of the 2nd year	60%
Second six months of the 2nd year	65%
First six months of the 3rd year	70%
Second six months of the 3rd year	75%
First six months of the 4th year	80%
Second six months of the 4th year	85%

The July 2009 salary grids are based on a zero per cent (0%) increase over the July 1, 2008 salary grids.

The July 2010 salary grids are based on a zero per cent (0%) increase over the July 1, 2009 salary grids.

The July 2011 salary grids are based on a two per cent (2.0%) increase over the July 1, 2010 salary grids.

The July 2012 salary grids are based on a two and a half per cent (2.5%) increase over the July 1, 2011 salary grids.

The July 2013 salary grids are based on a two and a half per cent (2.5%) increase over the July 1, 2012 salary grids.

ARTICLE 7 – VACATIONS

(7.01) Subject to Section 7.07, 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:

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

After one year of continuous service

– Three weeks annually.

After five years of continuous service

– Four weeks annually.

After fifteen years of continuous service

– Five weeks annually.

Any employee who has an anniversary date that as of September 1, 2008 would have already provided him/her with ten years of continuous service will have their fifth week of vacation grandfathered. Any employee who has an anniversary date that as of September 1, 2008 would have already provided him/her with twenty-three years of continuous service will have their sixth week of vacation grandfathered.

In addition, any employee who has an anniversary date that would provide him/her with ten years of continuous service between July 1, 2009 to August 31, 2010 will be eligible for 5 weeks of vacation in the vacation year commencing September 1, 2010 and thereafter.

(7.02) 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 April 1 may lose the privileges of selection to which their seniority entitles them.

Granting of vacations shall be confirmed in writing when requested.

(7.03) An employee whose vacation time includes a recognized holiday(s) as defined in Section 8.01 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.

(7.04) Effective each vacation year commencing September 1, 2009, employees may only carry over a maximum of 5 days beyond August 31st and all vacation to be taken by December 31st or will be forfeited. Exceptions upon written mutual agreement by Department Head and Human Resources.

(7.05) 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 ten 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 (applicable only to employees grandfathered with a sixth week of vacation).

(7.06) 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 vacation pay adjusted accordingly on a pro-rata basis. If the employee has completed the vacation 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*. Employees must take accrued vacation immediately following pregnancy/parental leave. An employee who terminates employment during or at the conclusion of pregnancy leave, parental leave, maternity leave or extended leave or less than six (6) months 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.

(7.07) Notwithstanding the above, part-time and temporary employees who will have completed specified periods of service by the next September 1 shall be paid their vacation pay with each salary payment as follows:

Less than 5 years	– 6% of gross earnings
After 5 years	– 8% of gross earnings
After 10 years	– 10% of gross earnings

In addition, such employees shall be entitled to vacation time off without pay on the same basis as regular full-time employees, if requested by the employee.

Any employee who has an anniversary date that as of September 1, 2008 would have already provided him/her with ten years of continuous service will have their 10% vacation pay grandfathered. Any employee who has an anniversary date that as of September 1, 2008 would have already provided him/her with twenty-three years of continuous service will have their 12% vacation pay grandfathered.

In addition, any employee who has an anniversary date that would provide him/her with ten years of continuous service between July 1, 2009 to August 31, 2010 will be eligible for 10% vacation pay in the vacation year commencing September 1, 2010 and thereafter.

(7.08) Notwithstanding the provisions of 7.07 above, part-time employees shall have the option of receiving their vacation pay in conjunction with their vacation time. Those

part-time employees who elect this option must do so within sixty (60) days of ratification of this agreement or at the time of hiring.

ARTICLE 8 – RECOGNIZED HOLIDAYS

(8.01) The following holidays are recognized: New Year’s Day, Family 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 between 6 p.m. of the day before and 6 p.m. of the recognized holiday, except that whenever the Employer does not publish an issue for the next regular publishing day following the holiday, the holiday shifts shall be those starting within the 24 hour period of the holiday.

Employees shall also be entitled to a holiday on their birthday, which must be taken within 45 days following their birthday or forfeited. The Company has the right to substitute any new statutory holidays with existing recognized holidays.

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

(8.03) 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 one and a half 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 one and a half 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.

All existing lieu days as of July 1, 2009 must be used by August 31, 2010. Any lieu days accumulated from July 1, 2009 onwards must be used within 90 days or will be paid out.

(8.04) 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 8.01, the employee will receive two additional days off at another date.

(8.05) 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. This shall not apply when the shift is being worked in accordance with Section 4.04.

ARTICLE 9 – GROUP INSURANCE AND RETIREMENT

(9.01) The Employer shall pay 80% of the monthly premiums for basic life insurance and accidental death and dismemberment insurance effective April 1, 2003, during the life of this Agreement for full-time employees. Such employees are required to participate in the insurance plans.

Coverage for each plan is equal to three times basic annual earnings to a maximum of \$1,000,000.

(9.02) The CTVglobemedia Publishing Inc. Employees' Retirement Plan 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 CTVglobemedia Publishing Inc. Employees' Retirement Plan.

Effective January 1, 2011, existing members of the defined benefit pension provisions will be given the option to 1) cease earning credited service under the defined benefit provisions and thereafter participate in the defined contribution provisions of the plan; or 2) continue earning credited service under the defined benefit provisions of the plan. No employee will join the defined benefit provisions of the plan on or after July 3, 2009. All new employees hired on or after July 3, 2009 will enroll in the defined contribution provisions of the plan, subject to the eligibility provisions of the plan.

ARTICLE 10 – SICK LEAVE

(10.01) Sick leave with full pay shall be granted in accordance with past established practice.

Employees shall be entitled to twenty six weeks of sick leave at full pay.

In the event that there is a dispute between the Company physician and the employee's physician as to the employee's disability or the ability of the employee to return to work, a physician who is practicing in the relevant medical specialty shall be designated jointly by the parties to assess the employee. In such cases, the Company agrees to pay any fees beyond those covered by OHIP. The decision of the designated physician shall be final and binding upon the parties and should it be determined that the employee was entitled to sick leave such payment shall be made retroactive to the date it was first denied by the Company.

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

(10.03) The Employer shall pay, on behalf of employees the full monthly premium of the Ontario Health Insurance Plan.

The Employer shall pay 80% of the monthly premium for the extended healthcare plan which includes hearing aids cover-

age of \$500 per person every 4 calendar years; vision care \$275 maximum per person every 24 month period, effective January 1, 2006; and increase to \$300 maximum per person every 24 month period, effective January 1, 2008; eye exam benefit to a maximum of \$60 per person every 24 month period effective January 1, 2006; and semi-private hospital.

The Employer shall pay 80% of the monthly premium for the dental plan, which will include coverage for preventive, minor restorative, major restorative edontics, periodontics and orthodontics for dependent children. Payment for covered services of the Dental Plan will be 80% as specified in the Current Fee Guide and 50% for orthodontics.

Employees shall pay the full monthly premiums for a long term disability plan which pays a non-taxable monthly benefit of 67% of the first \$3,000 monthly basic salary, 50% next \$2,500 & 40% balance to a maximum of \$10,000 monthly benefit.

The Employer will continue to provide benefits for Repetitive Strain Injury assessment and treatment performed by the providers agreed to by the Union and the Employer, with lifetime maximums of an Initial Assessment of \$1,000, Stage 1 treatment – \$1,200, Stage 2 treatment – \$3,000, Stage 3 treatment – \$4,500.

The Employer may change carriers as long as equivalent or superior coverage is provided, subject to Section 10.04.

(10.04) There shall be no reduction in the benefits provided by the benefit plans listed in section 10.03.

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

ARTICLE 11 – SEVERANCE PAY

(11.01) Upon dismissal to reduce staff, 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' wages. Such pay shall be computed at the wages which were being paid at the time of dismissal.

(11.02) 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 (52) weeks' wages plus a further fifteen per cent (15%) of said lump sum plus a further five hundred dollars (\$500).

(11.03) 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:

(a) 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 Sections 11.01 or 11.02 as the case may be.

(b) 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.

ARTICLE 12 – EXPENSES AND EQUIPMENT

(12.01) 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 \$0.3789 per kilometer effective July 1, 1996, adjusted quarterly thereafter commencing October 1, 1996 based on the "Private Transportation" item of the Consumer Price Index by City of Toronto using quarterly averages adjusted from the second quarter average in 1996.

(12.02) Where protective equipment is required by the Employer it shall be supplied and paid for by the Employer. The purchase of safety shoes required by the Employer shall require the prior approval of the Employer. The employee may select approved safety shoes which cost more than the amount approved by the Employer, and in such instance the Employer's contribution shall be limited to \$100.00 in any twelve month period. Where protective safety glasses are required and the employee has a prescription for glasses, safety glasses meeting the specifications of the employee's prescription shall be supplied and paid for by the Employer.

(12.03) The Employer shall continue the present practice of replacing broken, worn or stolen tools. Broken or worn tools must be turned in for replacement.

(12.04) Where required, uniforms for Maintenance and Delivery personnel shall be supplied by the Company. Coveralls for Building Mechanics, Machinists and Electricians shall be supplied at least twice a week by the Company.

ARTICLE 13 – LEAVES OF ABSENCE

(13.01) 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.

(13.02) If an employee is elected or appointed to any office or position of the Communications, Energy and Paperworkers Union of Canada or CLC or office or position of a local of the Communications, Energy and Paperworkers

Union of Canada, or office or position with any organization with which the Communications, Energy and Paperworkers Union of Canada 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.

(13.03) Leaves of absence without pay upon request shall be granted to employees elected or appointed delegates to attend meetings or conventions of the Communications, Energy and Paperworkers Union of Canada, or CLC, or any organization with which the Communications, Energy and Paperworkers Union of Canada is affiliated, and to delegates to attend special meetings called by the Communications, Energy and Paperworkers Union of Canada, or by any branch thereof, or by any organization with which the Communications, Energy and Paperworkers Union of Canada 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.

(13.04) 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.

(13.05) 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.

(13.06)(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 and parental 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 twelve (12) months.

(d) An employee on pregnancy leave and parental leave or extended leave will continue to participate in the benefit plans listed in section 10.03, 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 equal to 100% of base pay for the two (2) week waiting period under the Employment Insur-

ance Act to an employee on pregnancy leave for the birth of her child who has applied for and qualifies for pregnancy benefits under the Employment Insurance Act. In addition, effective January 1, 2006, the six (6) weeks post natal pay will now be distributed equally during the fifteen (15) week maternity period. An employee who terminates employment during or at the conclusion of pregnancy leave, or less than six (6) months after completing such a leave shall reimburse the Employer for any SUB benefits which she has received.

(13.07) 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 during paternity leave. 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.

(13.08) 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.

Leaves provided for in Article 13 shall be considered service time in the computation of severance or dismissal pay with the exception that time in excess of twenty-four (24) continuous months on a leave pursuant to Article 13.02 shall not be considered service time in the computation of severance or dismissal pay.

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

13.06(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.

(13.09) Employees shall be entitled to participate in a deferred compensation leave plan in accordance with the Letter of Understanding which is attached to, and forms part of this Agreement.

ARTICLE 14 – PART-TIME AND TEMPORARY EMPLOYEES

(14.01) 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 Union shall be notified in writing as to the reason for such employment, and its expected duration when known. If, within four weeks of the end of employment as a temporary employee, an individual is re-hired as either a regular or tem-

porary employee, the employee's service shall be deemed to be continuous.

(14.02) 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.

(14.03) Part-time and temporary employees are covered by all provisions of this contract, 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. Part-time employees shall receive extended health and dental benefits as outlined in Appendix A of this Agreement for those benefits listed in Appendix A. Temporary employees hired for a period of less than twelve (12) months are not eligible for extended and dental benefits. Temporary employees hired on a series of contracts that extend beyond twelve months shall be eligible for extended health and dental benefits, provided that their employment is continuous and that eligibility for extended health and dental benefits commences at twelve months of employment.

(a) Temporary employees hired to cover for vacations during the period of April 15 to September 30 shall not be eligible for the Extended Health Care, Semi-Private Hospitalization, Dental and Long Term Disability Plans unless such an employee is eligible based on service prior to commencing the employment to cover for such vacations, i.e. the total length of temporary assignment exceeds twelve (12) months.

(b) Temporary employee contracts may be terminated with 2 weeks notice at the sole discretion of the employer.

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

(14.05) 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

(15.01) An employee may be transferred by the Employer 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 Union.

(15.02) The Employer agrees not to transfer an employee to a position outside the bargaining unit without the employee's consent except where a surplus condition exists in the classification from which the Employer wishes to make the transfer. Where a surplus exists, the Employer will first seek volunteers within the affected classification willing to accept the transfer. In the event that there are no volunteers who in the opinion of the Employer are capable of performing the work required, it will transfer the most junior employee from the affected classification who in the opinion of the Employer is capable of performing the work required, provided that the classification to which the employee is to be transferred is in a Union bargaining unit and provided the employees remaining in the affected classification are in the opinion of the Employer capable of performing the work remaining.

(15.03) There shall be no reduction in salary or impairment of benefits as a result of a transfer to another position

or classification except upon the mutual consent of employee, Employer and the Union, and the Employer shall make all efforts not to so transfer an employee against his wishes. A complaint by an employee about such a transfer shall be dealt with, if necessary, under the provisions of the grievance procedure. 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

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

(16.02) **Struck Work.** No employee shall be required to work at the office of or for another Toronto daily newspaper where there is a legal strike of the Union concerning employees in his classification.

Union members shall not be required to cross a picket line at the premises of the Employer because of a lawful strike by Union members who are employees in another Union bargaining unit of the Employer, provided such members exercise such option when first confronted by such picket line. Such Union 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.

(16.03) In all cases where notice to the Union is required, such notice shall be addressed to the Chairperson of The Globe and Mail Unit at the offices of the Union and to Local 87-M or CEP National Representative assigned to The Globe and Mail.

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

(16.05) In cases of emergencies affecting the property or materials of the Employer, such as wrecks, fire, storms, floods and acts of God, overtime and work on Sundays, holidays or sixth days may be paid at straight time in cash. This shall not apply for work performed by employees on breakdown of plant or equipment resulting from normal hazards.

(16.06) In the renewal of any agreement the Employer now has, or may have, with another union, the Employer will not agree, without the consent of the Union, to assign to members of such union any work now done by employees covered by this Agreement.

(16.07) 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.

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

(16.09) All reference to the Employer shall mean the Employer or his representative.

ARTICLE 17 – GRIEVANCE PROCEDURE

(17.01) The Union 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.

(17.02) 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, includ-

ing referrals to arbitration, shall be carried out as promptly as is reasonably possible.

(17.03) Any matter, except renewal of this contract, 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 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.

(17.04) The Employer and the Union 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 Union, except that neither party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

(17.05) Notwithstanding the thirty (30) day time limit specified in Section 17.03, either party may refer to final and binding arbitration a grievance arising out of the dismissal of an employee 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.

(17.05)(a) An arbitrator or arbitration board shall have no power to modify, amend or add to the terms of this Agreement, nor to make any decisions inconsistent therewith.

(17.06) 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 Union 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

(18.01) 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 wage not less than that prevailing on his return for his classification on leaving.

ARTICLE 19 – HIRING

(19.01) If the Employer finds it necessary to fill vacancies or requires additional employees, it shall so notify the Union.

(19.02) The Employer agrees that when hiring it will not discriminate on the basis of membership or activity in the Union; 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.

(19.03) 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.

(19.04) The Employer shall post notices of vacancies within the Union's 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, the duties and 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 Union office.

The Employer agrees to interview all applicants from within the Union's 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 and shall also be advised by the Employer of the reasons as to why they were not selected as the successful applicant. Upon request an employee may have a Union representative at such a meeting.

It is agreed that in a grievance concerning the Employer's hiring decision, an arbitrator shall only have jurisdiction to determine if the Employer made the decision in an arbitrary, discriminatory or bad faith manner.

ARTICLE 20 – SECURITY

(20.01) There shall be no dismissal or any form of discipline of employees except for just and sufficient cause, subject to Section 20.11.

(20.02) There shall be no dismissals of or other discrimination against any employee because of his membership or activity in the Union; 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 Union recognize the right of employees to work in an environment free from sexual harassment. The Employer will not tolerate sexual harassment of employees.

(20.03) 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 20.04, or a reduction in staff in Section 20.04(a), 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 Union and shall give the reason for the dismissal.

(20.04)(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 Union will discuss other means of effecting necessary economies.

(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 20.04(a). During this time, employees in the classifications involved may offer to resign in return for severance pay. Such a resignation will be effective eight (8) weeks after the offer to resign is accepted. The Employer may release the employee sooner provided the employee is paid until the effective date of the resignation.

The offers to resign will be accepted in the order of the total length of service of the employees from the affected classi-

fication, provided that the Employer may refuse an employee's offer if those remaining in the classification would not have the skill, ability, knowledge and experience to perform the work required. The Employer shall not be required to accept offers from more than the number of employees the Employer seeks to reduce in the affected classification. The number of employees to be dismissed shall be reduced accordingly.

(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 group in Article 6 – Wages.

(d) The Employer will transfer an employee who has received notice of dismissal, at the request of such employee, to replace the least senior employee in another classification in the same wage group or a lower wage group at the same geographic location as the employee requesting the transfer, provided the employee has the skill, ability, knowledge and experience to perform the work required after a brief familiarization period and has more seniority than the employee to be replaced.

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

(f) An employee transferred to a lower classification shall be paid the top minimum for that classification. If that would result in an increase in salary for the employee, the employee shall be paid the minimum salary in the lower classification which is equivalent to or next lower than the employee's salary, if there is such a minimum salary in the lower classification. However, an employee who has the employment experience in comparable work to qualify for a higher minimum salary in the lower classification shall be paid accordingly.

(g) The employees ultimately dismissed shall be entitled to severance pay provided by Section 11.01.

(h) 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 Union prior to the introduction of new processes or new types of equipment or machinery when such introduction would result in a reduction in staff (other than probationary employees 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 Union of any new job classifications that are created as a result of the introduction of new processes, new equipment or machinery.

(20.05) Any employee dismissed under Section 20.04 or 20.04(a) shall, in the reverse order in which the dismissal was made, be offered the first opportunity to be rehired to a vacancy in the same classification from which the individual was dismissed, whenever a vacancy occurs in such classification within three years of the date of the individual's dismissal.

(20.06) Any individual who either refuses a position in the classification from which he was dismissed or has not been rehired by the Employer within three years of the date of his dismissal automatically terminates his claim to further employment by the Employer. Such an individual shall have the right to refuse a temporary position or a position with a different status (i.e. full-time to part-time or part-time to full-time) or in a different geographic location than the position the employee was dismissed from without affecting his claim to further employment.

(20.07) When a vacancy develops which is not filled pursuant to Section 20.05, dismissed individuals who do not qualify for rehire to that classification under Section 20.05 shall be offered re-employment in the order of their overall seniority, if their competence to perform the duties of the job has been established to the satisfaction of the Employer. Any dismissed individual who accepts employment in a lower classification, however, retains his right to an opening in the classification from which he was dismissed in accordance with Section 20.05.

(20.08) To the extent permitted by the particular plan or benefit provisions, any employee who was dismissed under Section 20.04 or 20.04(a) 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.

(20.09) The Employer will provide to the Union 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 Union and the last address the employee (or the Union on behalf of the employee) has communicated to the Employer.

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

(20.11) 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. Probationary employees may be dismissed for any reason prior to the successful completion of their

probationary period, whether extended or not, provided the Employer does not act in bad faith or in contravention of any provisions of this Agreement. It is agreed that the standard for dismissing probationary employees as reflected in this Article is a lesser standard within the meaning of the *Labour Relations Act*.

(20.12) 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

(21.01) The Employer shall supply the Union, on signing, mid-contract and again three months before the expiry date 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) Salary, except on signing.

(21.02) The Employer shall notify the Union monthly in writing of:

- (a) Changes in classification and effective date.
- (b) Resignations, retirements, deaths.
- (c) The data specified in Section 21.01 for each new employee.

(21.03) The Employer shall provide the Union quarterly with the name, address and telephone number of each employee.

ARTICLE 22 – HEALTH AND SAFETY

The Employer and the Union agree that a safe and healthy work environment is necessary to ensure the well-being of the employees.

(22.01) 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.

(22.01)(a) The Health and Safety Committee is presently operating under guidelines, a copy of which is attached to this Agreement as Appendix I. 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.

(22.02) 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.

(22.03) 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.

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

(22.05) 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.

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	
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 time and one half plus regular day's pay. If holiday is not worked, paid a day's pay for the holiday.	If worked on the holiday, paid time and one half If holiday is not worked, employee paid a day's pay only if: – employed 3 months or more – has worked 12 days or more in the 4 week period immediately preceding the holiday. Or as calculated under the provisions of the Ontario Employment Standards Act which ever is greater. The ESA provisions are as follows: Part-time employees shall receive holiday pay equal to the total amount of regular wages and vacation pay payable to the employee in the four weeks before the work week in which the public holiday occurred, divided by 20.
OHIP	
Compulsory unless exempt. Paid 100% by Company.	Not eligible.
EXTENDED HEALTH CARE	
Compulsory. 80% of monthly premium paid for by the Employer.	Not eligible.

REGULAR PART-TIME**PART-TIME**

SEMI-PRIVATE HOSPITALIZATION	
Compulsory. 80% of monthly premium paid for by the Employer.	Not eligible.
LONG-TERM DISABILITY INSURANCE	
<p>Effective April 1, 2003. Paid 100% by employee.</p> <p>Benefit: 67% of the first \$3,000, plus 50% of the next \$2,500, plus 40% of the balance of monthly salary (based on the employee's salary calculated on the basis of the number of hours per week the employee is regularly scheduled to work) to a maximum benefit of \$10,000 per month. Excludes salary for all time worked in excess of the number of hours per week the employee is regularly scheduled to work as a part-time employee.</p> <p>* While a regular part-time employee is temporarily working a 35-hour work week (e.g. summer vacation coverage) or temporarily working in a different classification, the employee will be entitled to LTD benefits based on the employee's salary for the classification the employee would be working in but for the temporary assignment, calculated on the basis of the number of hours per week the employee is regularly scheduled to work as a part time employee.</p>	Not eligible.
DENTAL INSURANCE	
Compulsory. 80% of the monthly premium paid for by the Employer.	Not eligible.

MAINTENANCE & DELIVERY LETTERS OF UNDERSTANDING

RE: COVERALLS

The arrangements to have coveralls available in certain situations for the use of members of the building maintenance staff will be continued. It is understood that the coveralls will be available for building maintenance employees who are working in conditions that are exceptional to the normal. This includes building maintenance employees who may be assigned to work in another area for a short period where conditions are extraordinary to their normal working conditions. Cleaners regularly assigned to the Pressroom shall be supplied with sufficient coveralls to provide three changes per week.

RE: CLASSIFICATION REINSTATEMENT

This will confirm the Company's undertaking during negotiation of the Maintenance-Delivery Agreement that if the following classifications: Stationary Engineer, Elevator Operator, Parking Lot Attendant, which were removed from Section 1.01; and Parking Lot Attendant and Elevator Operator, which were also removed from Section 6.01 of the Agreement which expired June 30, 1975 are reinstated by the Company, such classifications will be returned to the Sections from which they were removed. Minimum salaries for any job classification so reinstated will be negotiated at that time.

RE: PROTECTIVE JACKETS

Protective jackets shall be provided for maintenance employees occasionally, assigned to work outdoors.

RE: SHIFTS OF LESS THAN SEVEN HOURS

The Union will consider Employer proposals to have new part-time employees scheduled to work shifts of less than seven (7) hours to meet peak operational needs.

**LETTERS OUTSIDE
THE COLLECTIVE AGREEMENT**

July 1, 2002

Communications, Energy and Paperworkers

Union of Canada

Local 87 – M

Southern Ontario Newspaper Guild

1253 Queen Street East

Toronto, Ontario

M4L 1C2

Attention: Ms. C. Quinn
Globe Unit Chairperson

Dear Ms. Quinn:

Re: Advertising sales Department Commission Committee

The Company agrees that during the term of the Collective Agreement (July 1, 2009 to June 30, 2014) there will be a continuing Commission Committee to be comprised of Union and Management representatives. The committee will meet on a regular basis to discuss issues related to the Incentive Plan.

Yours truly,

Michael Brophy
Vice President of
Human Resources

Grant Crosbie
Vice President and
General Manager

July 1, 2002

Communications, Energy and Paperworkers

Union of Canada

Local 87 – M

Southern Ontario Newspaper Guild

1253 Queen Street East

Toronto, Ontario

M4L 1C2

Attention: Ms. C. Quinn
Globe Unit Chairperson

Dear Ms. Quinn:

This will confirm our agreement with respect to the annual written performance assessment.

The annual performance assessment will provide space for employees to assess their own work performance using the same criteria as the supervisor. Employees shall have an opportunity to complete those portions of the assessment before discussing the assessment with their supervisor. The assessment will also provide space for employees to respond to and/or comment on the supervisor's assessment of their performance.

The employee will be given a copy of the annual written performance assessment after it has been completed.

Upon request by an employee, the Department Head and/or a representative of the Human Resources Department will meet with the employee, and a Union representative if requested by the employee, to discuss concern raised about the employee's performance assessment.

The results of the annual performance assessment shall not be referred to or used by the Employer in taking any disciplinary action or in issuing a formal non-disciplinary warning nor in the arbitration of a grievance against any disciplinary action or formal non-disciplinary warning except to show the employee has had the standards or performance contained therein drawn to his/her attention.

Before issuing a formal warning to an employee for alleged unsatisfactory performance of their job, the Employer will provide coaching and counselling as deemed necessary to assist the employee to meet the standard(s) of performance.

Yours truly,

Rondi Gibson

Director, Employee and Labour Relations

July 1, 2005

Communications, Energy and Paperworkers

Union of Canada

Local 87 – M

Southern Ontario Newsmedia Guild

1253 Queen Street East

Toronto, Ontario

M4L 1C2

Attention: Ms. C. Quinn
Globe Unit Chairperson

Dear Ms. Quinn:

Re: New Management Positions

As discussed during bargaining the parties agree that that the employer prior to posting new management position will advise the union of the responsibilities of this new management position.

Nothing in this letter prejudices the employer's right to post or not post management positions.

Yours truly,

Wayne Smith
Director,
Employee & Labour Relations

HOW TO FILE A GRIEVANCE

The grievance procedure provides a method for dealing with disputes between employees and management, including use of Union legal counsel if necessary. It allows you to have representation on any matter arising out of your relationship with The Globe and Mail. The grievance procedure is available to all members of the bargaining unit and provides the right to have a Union representative present during any discussions (including disciplinary meetings) you might have with management.

If you have a problem, contact your steward, a unit officer or the Union office immediately. If you don't know who your steward is, the Union office can supply the information.

**Union Office:
1253 Queen Street East,
Toronto, Ontario
M4L 1C2
(416) 461-2461
1-(800)-463-5797**

The Unit Executive and Bargaining Committee...

2010 Unit Executive

Unit Chairperson	Sue Andrew
Unit Vice-Chairperson	Hindy Kennedy
Unit Secretary	Martin Mittelstaedt
Membership Secretary	Sue Smith
Delegates to Local Executive	Jane Gadd
.....	Neil Kelly
.....	Sharon Bower

2009 Bargaining Committee

Unit Chairperson	Sue Andrew
Editorial.....	John Daly
.....	Sue Andrew
Editorial Alternate	Jane Gadd
Circulation	Pat Wylie
Circulation Alternate	Maddie Willis
Advertising	Hindy Kennedy
.....	Neil Kelly
Local Representative/ Chief Spokesperson	Howard Law