

# COLLECTIVE AGREEMENT

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between

**Reuters Canada Limited**

**REUTERS**

and

**The Canadian Media Guild**



June 10, 2005 - March 31, 2009



04051(08)

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**ARTICLE 1**  
**COVERAGE**

I.01 Reuters Information Services (Canada) Limited recognizes the Guild as the sole and exclusive bargaining agent for all its employees in its Reuters Canada Division (hereinafter referred to as "Reuters") save and except for the President; Vice-Presidents; News Editor; Deputy News Editor(s); Sales Support Manager; Account Support Representative Supervisor; Sales Administration Supervisor; Account Team Manager; Account Manager; Senior Account Manager; Director of Sales & Service; Account Executives; Senior Sales Executives; Business Managers; Director of Business Development; Account Support Representative; Project Managers; Product Sales Specialists; Technical Sales Consultants; Product Managers; Marketing Managers; Product Development Programmer/Analysts; Director Business Technical Operations; District Technical Business Manager; Technical Managers; Data Centre Manager; AES Technical Solution Manager; AES Business Solutions Manager; Controller; Finance Managers; Director, Finance and Administration; Finance Analysts; Client Administration Support Coordinator; Consultants; Coordinator, Materials Management; Director of Human Resources; Human Resources Generalist; Human Resources Specialists; Human Resources Manager and Secretaries to the President, the Director of Finance and Administration and the Director of Human Resources.

## **ARTICLE 2**

### **GUILD MEMBERSHIP**

2.01 Employees, at any time, have the right to become members of the Guild.

2.02 There shall be no interference or attempt to interfere with the operation of the Guild.

## **ARTICLE 3**

### **UNION SECURITY AND DUES DEDUCTION**

3.01 Reuters shall deduct weekly or bi-weekly from the earnings of each employee whose position is covered by this agreement all Guild membership dues as defined by the Canada Labour Code. Such dues shall be deducted from the employee's earnings in accordance with the Guild's schedule furnished to Reuters by the Guild and shall be paid to the Guild not later than the 10th day of the following month. Such schedule may be amended by the Guild at any time.

3.02 Reuters shall forward to the Guild along with such membership dues, a monthly statement showing the names of all those in respect of whom deductions have been made and the amounts deducted.

3.03 Reuters shall include on the employee's T-4 Slip each year the total amount of dues deducted and remitted to the Guild pursuant to this Article.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

4.01 The Guild acknowledges that, subject to the terms of this Agreement, it is the exclusive right of Reuters to manage its enterprise, and without restricting the generality of the foregoing, to plan, direct and control its operations, facilities, systems and procedures, introduce new processes and equipment and to maintain order and efficiency, and to hire, retire, transfer, classify, appoint, promote, lay off and recall employees and to suspend, demote, discharge or otherwise discipline employees for just and sufficient cause.

## **ARTICLE 5**

### **HIRING**

5.01 Reuters shall continue its policy to hire employees without regard to age, sex, race, creed, colour, national origin or marital status.

5.02 There will be a six-month probationary period for all new permanent and full-time employees. Reuters will notify all probationary employees in writing of their successful completion, or otherwise of their probationary period. Reuters shall make reasonable efforts to make its determination with respect to whether or not a probationary employee will be retained after four months. Reuters shall have the right to discharge any probationary employee for any reason related to performance, conduct, suitability and availability of work as determined by Reuters.

5.03 Reuters 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 Reuters.

5.04 Reuters shall give full consideration to the hiring of any candidate supplied by the Guild.

**ARTICLE 6**  
**INFORMATION**

6.01 On the signing of this Agreement and once every six (6) months thereafter, Reuters will supply the Guild with a list containing the following information for all employees covered by this Agreement:

- (a) Name, address and date of birth;
- (b) Date of employment;
- (c) Classification and status in the bargaining unit; and
- (d) Salary under Articles 8.01 or 8.02.

6.02 Reuters will notify the Guild in writing of the information in Article 6.01 on all employees covered by this Agreement, within two (2) weeks of initial employment.

6.03 Reuters will notify the Guild in writing of resignations, retirements, deaths and changes in status, within ninety (90) days of their occurrence of employees covered by this Agreement.



6.04 Reuters will notify the Guild in writing of any employee covered by this Agreement promoted to a position outside the bargaining unit.

## ARTICLE 7

### PART-TIME AND TEMPORARY EMPLOYEES

#### PART-TIME EMPLOYEES

7.01 For the purpose of this Agreement, a part-time employee shall mean one who works regularly less than twenty-six (26) hours a week.

7.02 A part-time employee shall be paid on an hourly basis at least equivalent to the hourly rate for the minimum weekly salary provided for in this Agreement.

7.03 The following articles: Articles 9, (except 9.02) 13, 14, 17 and 18 of this Agreement shall not apply to part-time employees. However, a part-time employee who regularly works in excess of twenty hours per week and has served a three (3) month waiting period shall be entitled to: health insurance under Article 13.03 (except LTD coverage), and life insurance under Article 13.04. Any payments made to part-time employees under Article 15 – Leave of Absence will be pro-rated and based on the average number of weekly hours worked in the thirteen (13) weeks prior to the leave. Part-time employees will accrue vacation entitlement as provided in Article 12 on a pro-rated basis.

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7.04 Part-time employees shall not be hired for the purpose of eliminating employees. Part-time employees shall have full recourse to the grievance procedure.

7.05 Reuters shall have the right to discharge a part-time employee for any reason, provided that such reason is non-discriminatory and legal.

a) If a part-time employee who has worked for less than one (1) year is discharged, at least ten (10) working days' notice or pay in lieu of notice shall be given.

b) Part-time employees who have worked 1,000 hours or more shall receive severance pay of 2 weeks' salary for every year of service.

For clarity, a weeks' salary means the salary regularly earned by the part-time employee.

7.06 The minimum basic salary under Article 8 for a part-time employee will, where applicable, take into consideration accumulated service on a pro-rated basis. The Employer shall keep records of hours worked by part-time employees and such records shall be made available to the Guild on request. When a part-time employee has worked 1,750 hours in a salary level, he or she will be moved to the next salary step in the classification.

7.07 If a part-time employee is taken on as a full-time employee in the same position as the employee worked as a part-time employee, the period of time worked as a part-time employee shall be deducted from the probationary period.

If a part-time employee is taken on as a full-time employee in a position different than the position worked in as a part-time employee, the period of time worked as a part-time employee shall be deducted from the probationary period up to the maximum of three (3) months.

7.08 Any time worked by a part-time employee shall be credited to the employee for the purpose of calculating seniority, basic salary and vacation entitlement. These calculations are based on 1,750 hours worked being equal to one year's employment.

## **TEMPORARY EMPLOYEES**

7.09 A "temporary employee" shall mean one who is employed on a full-time basis for a period of time not to exceed six (6) consecutive months except in cases where the temporary employee is replacing a full-time employee who is absent on maternity, parental or sick leave or who has been assigned to a special project. A temporary employee shall be paid not less than the minimum weekly wage provided for in this Agreement.

Notwithstanding the preceding paragraph, but subject to prior consultation with and agreement by the Guild which will not be unreasonably withheld, Reuters shall have the right to hire a temporary employee for up to twelve (12) months who is to work on a special project that is expected to last longer than six (6) months or to replace a regular employee who is being assigned to such special project. Where there is such a special project, Reuters shall make reasonable efforts to identify a regular full-time employee qualified to carry out such a special project.

7.10 The following articles of the Agreement shall not apply to temporary employees: Articles 13, 16, 17 and 18 of this Agreement.

7.11 Temporary employees shall not be hired for the purpose of eliminating employees.

7.12 Reuters shall have the right to discharge any temporary employee for any reason, provided that such reason is non-discriminatory and legal. If an employee is discharged, Article 7.13 shall apply.

7.13 At the time of hiring, each temporary employee shall be given notice of duration of employment, including an expected termination date; this shall constitute proper notice, unless the termination date is advanced, in which case, the following shall apply:

a) at least one (1) working day notice or pay in lieu of notice shall be given to temporary employees engaged for one (1) consecutive month or less before they are released by Reuters;

b) at least three (3) working days' notice or pay in lieu of notice shall be given to temporary employees engaged for two (2) consecutive weeks or more but for less than three (3) consecutive months before they are released by Reuters;

c) at least ten (10) working days' notice or pay in lieu of notice shall be given to temporary employees engaged for more than three (3) consecutive months before they are released by Reuters.

7.14 If a temporary employee is taken on as a full-time employee in the same position as the employee worked as a temporary employee, the period of time worked as a temporary employee shall be deducted from the probationary period.

If a temporary time employee is taken on as a full-time employee in a position different than the position worked in as a temporary employee, the period of time worked as a temporary employee shall be deducted from the probationary period up to the maximum of three (3) months.

7.15 It is recognized that Reuters occasionally uses employment agency personnel for short term needs. **In** the event an agency employee is engaged for any position other than to cover reception, Reuters shall ensure that such personnel are not paid less than the minimum rate for the position as set out in the collective agreement.

The name of any agency employee hired and the name of the bargaining unit employee being replaced will be included in the monthly statement forwarded to the Guild under Article 3.

## ARTICLE 8

### GENERAL WAGE PROVISIONS

8.01 The following weekly salaries shall be in effect during the term of this Agreement:

	0.50%	2.50%	2.75%	2.75%	2.75%
	Effective 01-Jan- 05	Effective 01-Apr- 05	Effective 01-Apr- 06	Effective 01-Apr- 07	Effective 01-Apr- 08
<b>Group 1 - Junior Clerk</b>					
Flat	569.72	583.97	600.03	616.53	633.48
<b>Group 4 - News Assistant</b>					
Start	673.30	690.13	709.11	728.61	748.65
After 1 Year	717.69	735.63	755.86	776.65	798.01
After 2 Years	784.28	803.89	826.00	848.71	872.05
<b>Group 5 - Senior Clerk</b>					
Start	636.31	652.21	670.15	688.58	707.51
After 1 Year	680.70	697.71	716.90	736.62	756.87
After 2 Years	732.50	750.82	771.46	792.68	814.48
After 3 Years	784.28	803.89	826.00	848.71	872.05
<b>Group 7 - Secretary</b>					
Start	725.11	743.24	763.67	784.68	806.25
After 1 Year	762.07	781.12	802.60	824.68	847.35
After 2 Years	799.08	819.05	841.58	864.72	888.50
After 3 Years	843.48	864.56	888.34	912.77	937.87



	0.50%	2.50%	2.75%	2.75%	2.75%
	Effective 01-Jan- 05	Effective 01-Apr- 05	Effective 01-Apr- 06	Effective 01-Apr- 07	Effective 01-Apr- 08
<b>Group 8 - Senior Secretary</b>					
Flat	910.08	932.83	958.48	984.84	1,011.92
<b>Group 11 - Accounting/Administrative Clerk - Installation</b>					
<b>Coordinator</b>					
Start	754.69	773.56	794.84	816.69	839.15
After 1 Year	784.28	803.89	826.00	848.71	872.05
After 2 Years	821.30	841.83	864.98	888.77	913.21
After 3 Years	858.28	879.74	903.93	928.79	954.33
<b>Group 11A - Client Support Clerk/Communications Coordinator</b>					
Start	821.30	841.83	864.98	888.77	913.21
After 1 Year	858.28	879.74	903.93	928.79	954.33
After 2 Years	895.27	917.66	942.89	968.82	995.46
After 3 Years	939.69	963.18	989.66	1,016.88	1,044.84
<b>Group 12 - Senior Accounting/Administrative Clerk - Senior</b>					
<b>Coordinator</b>					
Flat	939.69	963.18	989.66	1,016.88	1,044.84
<b>Group 12a - Senior Client Support Clerk - Senior</b>					
<b>Communications Coordinator</b>					
Flat	998.88	1,023.85	1,052.01	1,080.94	1,110.66
<b>Group 13 - Shipper/Receiver</b>					
Start	614.14	629.49	646.80	664.59	682.86
After 1 Year	688.09	705.30	724.69	744.62	765.10

	0.50%	2.50%	2.75%	2.75%	2.75%
	Effective 01-Jan- 05	Effective 01-Apr- 05	Effective 01-Apr- 06	Effective 01-Apr- 07	Effective 01-Apr- 08
After2 Years	769.51	788.75	810.44	832.72	855.62
After3 Years	843.50	864.58	888.36	912.79	937.89
<b>Group 14 - Inventory Control Clerk</b>					
Start	895.22	917.60	942.84	968.77	995.41
After 1 Year	1,002.62	1,027.68	1,055.94	1,084.98	1,114.82
After 2 Years	1,121.83	1,149.88	1,181.50	1,213.99	1,247.37
After3 Years	1,164.97	1,194.09	1,226.93	1,260.67	1,295.34
<b>Group 15 – Accountant</b>					
Start	1,030.84	1,056.61	1,085.67	1,115.52	1,146.20
After 1 Year	1,105.26	1,132.89	1,164.04	1,196.06	1,228.95
After2 Years	1,179.33	1,208.81	1,242.05	1,276.21	1,311.30
After 3 Years	1,214.72	1,245.09	1,279.33	1,314.51	1,350.66
<b>Group 16 - Technician</b>					
Start	791.70	811.49	833.81	856.74	880.30
After 1 Year	887.88	910.07	935.10	960.82	987.24
After 2 Years	998.88	1,023.85	1,052.01	1,080.94	1,110.66
After 3 Years	1,117.23	1,145.16	1,176.65	1,209.01	1,242.26
After4 Years	1,198.64	1,228.61	1,262.40	1,297.11	1,332.78
After5 Years	1,287.42	1,319.60	1,355.89	1,393.18	1,431.49

	0.50%	2.50%	2.75%	2.75%	2.75%
	Effective 01-Jan- 05	Effective 01-Apr- 05	Effective 01-Apr- 06	Effective 01-Apr- 07	Effective 01-Apr- 08
<b>Group 16A – Network Specialist</b>					
Start	887.88	910.07	935.10	960.82	987.24
After 1 Year	998.88	1,023.85	1,052.01	1,080.94	1,110.66
After 2 Years	1,117.23	1,145.16	1,176.65	1,209.01	1,242.26
After 3 Years	1,198.64	1,228.61	1,262.40	1,297.11	1,332.78
After 4 Years	1,287.42	1,319.60	1,355.89	1,393.18	1,431.49
After 5 Years	1,352.86	1,386.68	1,424.82	1,464.00	1,504.26
<b>Group 16B - Senior Technician</b>					
Flat	1,352.86	1,386.68	1,424.82	1,464.00	1,504.26
<b>Group 16C - Lead Technician</b>					
Flat	1,403.91	1,439.01	1,478.59	1,519.25	1,561.03
<b>Group 17 – Translator</b>					
After 1 Year	1,057.69	1,057.69	1,086.78	1,116.66	1,147.37
After 2 Years	1,245.00	1,245.00	1,279.24	1,314.42	1,350.56
After 3 Years	1,330.00	1,330.00	1,366.58	1,404.16	1,442.77
<b>Group 18 - Reporter/Deskperson / Photographer</b>					
Start	898.90	921.37	946.71	972.75	999.50
After 1 Year	995.45	1,020.34	1,048.40	1,077.23	1,106.85
After 2 Years	1,125.23	1,153.36	1,185.08	1,217.67	1,251.15

	0.50%	2.50%	2.75%	2.75%	2.75%
	Effective 01-Jan- 05	Effective 01-Apr- 05	Effective 01-Apr- 06	Effective 01-Apr- 07	Effective 01-Apr- 08
After 3 Years	1,251.71	1,283.00	1,318.28	1,354.54	1,391.79
After 4 Years	1,337.03	1,370.46	1,408.15	1,446.87	1,486.66
After 5 Years	1,459.23	1,495.71	1,536.84	1,579.11	1,622.53
Group 19 - Senior Reporter/Deskperson / Photographer					
Flat	1,556.22	1,595.13	1,638.99	1,684.07	1,730.38

8.02 (a) Experience Definition - In the application of the schedule of minimums in Article 8.01 experience rating shall include all employment in comparable work. Reuters maintains the right to pay above such minimum rates.

(b) Unless the Guild notifies Reuters of a disagreement with the hiring within thirty (30) days following the completion of the probationary period, the hiring rate set by Reuters need not be altered.

(c) A meeting between the parties shall be held within ten (10) working days of the receipt of the notice of disagreement.

(d) If as a result of such meeting, the parties are not able to agree on a rate, the matter shall then be referred to the President of Reuters who shall make a determination within five (5) working days.

(e) If all the above procedures fail to result in a mutually agreeable rate, then the matter may be referred by the Guild to final and binding arbitration. The arbitrator may alter the amounts of the full or partial experience credit, if any, given by Reuters for comparable work.

8.03 Salaries Above Minimum - Reuters will continue its present policy of granting discretionary increases or advancing experience levels based on individual merit and performance. Such merit increases are in addition to the minimum weekly salaries in Article 8.01 of this Article. Merit increases and differentials above the minimum weekly salaries will not be permitted to be carried over into another job or classification without the written approval of Reuters.

8.04 There will be no reduction in weekly salaries of employees without the mutual consent of Reuters and the Guild, except as expressly provided for in this Agreement.

8.05 An employee temporarily assigned to perform work in a higher classification shall receive a flat amount of \$15.00 per shift in addition to regular salary.

8.06 Any employee scheduled to perform work between the hours of 7:00 p.m. and 7:00 a.m., except in the province of British Columbia where the hours shall be 6:00 p.m. to 6:00 a.m., shall be compensated at the rate of ten percent (10%) of a day's basic salary in addition to regular salary, except in cases where the employee is paid the overtime premium pursuant to Article 9.02 for such time worked.

## ARTICLE 9

### HOURS AND OVERTIME

9.01 The normal work week for each employee will be thirty-five (35) hours during a period of seven (7) days commencing Monday at 12:01 a.m., and the normal work day will be seven consecutive hours exclusive of a meal period not to exceed one (1) hour.

9.02 The overtime premium will be one and one-half (1 1/2) times an employee's basic salary or compensating time of one and one-half (1 1/2) off at basic salary, at the option of the employee, for time worked by him in excess of thirty five (35) hours in a work week, or seven (7) hours in a work day. Any such time ~~off~~ will be taken at a time mutually agreeable between the employee and Reuters and shall be limited to ten (10) days in any calendar year. An employee may take up to an additional five (5) days off in lieu of overtime (per calendar year) upon approval from his Supervisor. Notwithstanding the above, all overtime worked in excess of eleven (11) hours on a work day shall be compensated at one-half (1/2) times the basic rate in addition to regular salary and premiums.

9.03 Reuters shall post work schedules two (2) weeks in advance of the week for which they apply. However, employees working on a 24/7 basis will have their schedules posted four (4) weeks in advance. Reuters may, from time to time, change such schedules as a result of unforeseen circumstances which includes unforeseen illness of an employee, an unexpected development requiring extraordinary news coverage, and similar unforeseen circumstances.

9.04 The Employer will arrange its work schedules so that no employee has to work all three types of shift - day shifts, night shifts and overnight shifts - in the same seven (7) day period. There shall be no split shifts.

9.05 Except for employees who volunteer for the night or overnight shifts, scheduling for all shifts shall be rotated on an equitable basis.

#### 9.06 Nights & Overnight Shifts

Employees required to work nights or overnight shifts shall not be so assigned for a consecutive period in excess of three (3) weeks, unless the employee chooses to do so. At the conclusion of an overnight shift rotation, employees shall not be assigned another overnight shift for a period of at least nine (9) weeks.

a) Overnight Benefit: at the conclusion of an overnight shift rotation employees will be guaranteed three consecutive days off.

b) During a two (2) week period, Editorial employees may, from time to time, be scheduled for work six (6) days in one week and four (4) days in the other week.

For clarity a night shift is one in which the majority of the shift falls between 4 pm and midnight, an overnight shift is one in which the majority of the shift falls between midnight and 7 am.

9.07 Reuters will use its best endeavours to schedule consecutive days off while taking into consideration the requirements of efficiency of operations and the wishes of the employees concerned.



9.08 Notwithstanding the foregoing, the hours of work per week and per day for staff on out-of-town assignment will average thirty-five (35) hours per week and shall be set by their immediate supervisor in consultation with them, however it is expected that, wherever possible, whenever a shift is started it shall be continued for the full shift. In arranging such hours of work, the supervisor shall take into consideration the nature of the work required and it is recognized that this may cause the hours of work for such employees to vary on both a daily and weekly basis. Authorized hours worked by any such employee outside the arrangement between him and his immediate supervisor shall be compensated at the overtime premium.

9.09 An employee who required to work on a scheduled day off shall be paid a minimum of four (4) hours at one and one half (1 ½) times his basic shift salary for that day and if an employee is required to work a second scheduled day off in a week, he shall be paid a minimum of four (4) hours at two (2) times his basic shift salary for that day, except in cases where the employee is on an out-of-town assignment of where alternative arrangements have been made between him and his immediate supervisor.

9.10 An employee who is required to report for work prior to his scheduled work day shall receive a minimum of two (2) hours pay at the appropriate premium rate. An employee who is required to return to work after his scheduled work day shall receive a minimum of three (3) hours' pay at the appropriate premium rate. All payments under this section are in addition to an employee's regular salary.

9.11 All overtime worked must be approved by Reuters. There shall be no duplication or pyramiding of overtime premiums or any other premiums under this Agreement.

9.12 No employee shall be scheduled to start a shift less than twelve (12) hours after the end of his preceding shift.

9.13 Reuters shall keep a record of all overtime and premium pay for a period of one (1) year. Upon request, the Guild shall be furnished a copy of such overtime and premium pay records.

## **ARTICLE 10**

### **FLEXIBLE WORK ARRANGEMENTS (FWA)**

10.01 Reuters and the Guild recognize the mutual benefits of flexible work arrangements in achieving work/life balance, Flexible work arrangements are arrangements outside of the standard, full-time, onsite Monday through Friday scheduling. Employees wishing to undertake such an arrangement should make application to their manager for consideration and approval.

Once approved, all details of an FWA will be committed to writing and signed by the Employer, the Guild, and the employee(s) involved prior to the commencement of the arrangement. No FWA shall exist without the knowledge and approval of the Guild.

**ARTICLE 11**  
**PAID HOLIDAYS**

11.01 The following eleven (11) paid holidays shall be granted to all employees with full pay, except as hereinafter provided:

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

An employee regularly employed in the Province of Quebec shall receive St. Jean Baptiste Day in place of Civic Holiday as a paid holiday. An employee will be entitled to a paid holiday for his birthday which shall be taken within the week of the birthday on a day agreed upon by the employee and Reuters.

11.02 An employee who is normally scheduled to work on a paid holiday, but is not required to work, will receive his regular weekly salary, including payments for the holiday at straight time, except for the following conditions:

(a) he has been absent from work on either his last scheduled work day before or his first scheduled day after such holiday unless a sufficient reason for such absence is offered and deemed acceptable by Reuters;

(b) he is on leave of absence without pay on the date of the holiday; or

(c) an employee who has not worked in the thirty (30) day period immediately preceding a paid holiday will not be entitled to holiday pay.

(d) For greater clarity, an employee is entitled to holiday pay for a holiday occurring during the first thirty (30) days of his employment or during the first thirty (30) days of a return to work following an authorized absence provided the employee does not fall within the exceptions set out in clauses 10.02(a) or (b).

11.03 If a paid holiday occurs during an employee's vacation, he shall receive an extra day of vacation at his basic salary, an extra day's pay or an extra day off at a mutually convenient time.

11.04 If a paid holiday occurs on an employee's day off and he qualifies for holiday pay, he shall receive his basic salary for that day.

11.05 An employee required to work on a paid holiday shall be paid at the rate of double time (2x), with a minimum of seven (7) hours pay at the double time rate, in addition to regular salary.

11.06 The work week in which any of the holidays occur shall be reduced by one-fifth (1/5) of thirty-five (35) hours for such holiday for those employees not required to work on the holiday, and all work performed in excess of the work week thus reduced shall be paid at the overtime rate, with a minimum of seven (7) hours pay at the rate of time and one-half for each extra shift worked by an employee as a result of a regularly scheduled day off coinciding with a holiday, in addition to the weekly salary.

11.07 In addition to the eleven (11) paid holidays in this Article, Reuters will grant one (1) additional personal day off each year, to be taken at a mutually convenient time. The employee will notify Reuters at least three (3) weeks in advance in writing of the personal day he wishes to take. Personal days cannot be banked or carried forward into the next year.

11.08 An employee who leaves the service of Reuters for any reason prior to the paid holiday will not be paid for the holiday or for the personal day off not taken.

11.09 The provisions in this Article apply to full-time and temporary employees only. Part time employees shall be entitled to holiday pay in accordance with the provisions of the Canada Labour Code.

11.10 In addition to the twelve (12) paid holidays in this Article, Reuters shall grant any holiday duly proclaimed by the Federal Government.

## ARTICLE 12

### VACATIONS

12.01 For the purpose of this Article, the vacation year shall be deemed to commence on January 1, in any year and end on December 31, in the same year. One week of vacation shall mean five (5) consecutive working days. Employees who will have completed specified periods of service by December 31 of each year, shall receive an annual vacation with pay on the following basis:

(a) An employee with less than one (1) year of service shall **be** granted one and one-quarter (1 1/4) days for each completed month of service. An employee must work a minimum of ten (10) working days in a calendar month in order to be entitled to full credits for that month.

(b) After one (1) year of service - three (3) weeks annually.

(c) After five (5) years of service - four (4) weeks annually.

(d) After eleven (11) years of service - five (5) weeks annually.

12.02 Vacations shall be arranged according to seniority with vacations to be taken, operational requirements permitting, at any time chosen by the employee subject to the approval by Reuters. The vacation period, so far as possible, shall be between May 15 and September 30. It is the policy of Reuters for employees to take their full vacation entitlement in the year in which it is accrued, however, employees may carry over their vacation into a subsequent year with the advance approval in writing by Reuters.

12.03 Employees leaving the service of Reuters shall receive annual vacation due them on a pro rata basis, from the preceding January 1 to the date of termination, as well as any portion of authorized accrued vacation not taken from another year.

12.04 Should Reuters grant an employee his vacation entitlement in advance of having fulfilled the service requirement, and should the employee leave the service of Reuters, that portion taken and not earned will be deducted from the employee's final separation payments.

12.05 Upon termination of employment, or death, any portion of an employee's vacation entitlement not taken during the year in which such termination or death occurs, as well as any vacation accrued from another year, shall be paid.



**ARTICLE 13**  
**STAFF BENEFITS**

13.01 Sick Leave – Short Term Disability (STD)

(i) All full-time regular employees unable to work due to sickness or injury are entitled to fifteen weeks (105 calendar days) of medically-justified leave with full pay and benefits for any single or related medical conditions.

(ii) Short-term disability is intended to provide salary continuation when an employee is temporarily disabled and/or unable to work due to sickness or injury. It is not intended to provide a time-off privilege that can be taken when desired.

(iii) In the case of illness, an employee, or a responsible authorized representative of the employee shall notify his/her supervisor at the time the employee is unable to report for work.

(iv) For absences of three to five days duration, the Employer may require an employee to provide evidence of having been under a medical practitioner's care. For absences in excess of five days, a formal note from a medical doctor can be requested upon return to work.

(v) If an employee returns to work from a sick leave of absence of seven (7) or more days and goes on sick leave for the same illness within thirty (30) days of his/her return to work, the sick leave will be considered a continuation of the previous sick leave.

(vi) If an employee qualifies for benefits under the Long Term Disability Plan, the benefit will become payable upon the expiry of the short-term disability period of 105 calendar days.

#### 13.02 Family/Personal Emergency Leave

Notwithstanding Reuters Policy regarding Special Leave (Letter of Understanding #4), in the case of an illness of a child or an immediate family member for whose needs no one except the employee can provide, the Employer shall, subject to operational requirements, grant reasonable time off with pay to enable the employee to provide temporary care and/or make alternate care arrangements. Employees granted such paid time off are not required to use vacation or personal days. Employees should make every reasonable effort to have alternate arrangements in place to take care of family responsibilities.

Employees will make every effort to book medical, dental and other appointments outside of normal working hours. Where this is not possible, employees should schedule appointments near the beginning or end of a shift.

13.03 Reuters shall provide and pay the full cost of the required premiums for employees eligible for coverage under provincial government hospital and medical insurance plans existing in the province in which the employee is working and for Company benefits coverage. Reuters shall maintain all benefits and benefit plans presently in place (Life Insurance, AD&D, Pay Direct Drug, Medi-Pack Benefit, Dental Benefits, EAP, Health Club Membership) during the term of the Agreement subject to Reuters' right to change carriers provided there is no loss in coverage.

Employees will pay the premiums for long-term disability insurance and there shall be no change in coverage or carrier without agreement by the Guild.

13.04 Reuters shall continue to provide and pay the full cost of Group Life Insurance Plan, as established, for each full-time employee covered by the Agreement, at a coverage amount of triple an employee's total regular annual salary paid by Reuters.

13.05 In the event an employee is injured or killed while on an assignment to a war, insurrection, hostility, riot or civil commotion, the employee shall receive payment under Reuters Limited's United Kingdom personal accident insurance policy. Such payment will be subject to any applicable taxes and will be offset by benefits payable to the employee under the Group Life Insurance Plan noted in Article 13.04 above.

13.06 Air travel insurance provided by Reuters for authorized journeys made on Reuter business will continue during the period of this Agreement.

**ARTICLE 14**  
**RETIREMENT**

14.01 The parties agree that all provisions of the Reuters Limited Canadian Employees' Pension Plan (the "Plan") which are not modified through mutual agreement shall remain in effect unchanged.

14.02 Employees who are enrolled in the Reuters Limited Canadian Employees' Pension Plan (the "Plan") shall receive an annual statement on or about September 1 of each year for the preceding calendar year. Such statement will as required under the Pension Benefits Standards Act, include: the benefit to which the employee is entitled, the value of accumulated contributions made under the plan by the member and the ratio of assets of the Plan to its liabilities.

14.03 A Pension Advisory Committee will be established to promote awareness and understanding among members. The committee will review, at least once every year, the financial, actuarial and administrative aspects of the plan, and perform any other functions specified by the Plan or the employer. All activities related to the operation of the Plan, including such items as investment manager searches will be fully disclosed to the Pension Advisory Committee.

14.04 **An** employee who opts not to join the Plan will sign a statement to that effect but may opt to join the Plan at a future date. However, on joining the Plan, an employee must remain a member of the Plan for the duration of his employment with Reuters.

14.05 **An** employee who reaches the normal retirement age of 65 may be retired at the discretion of Reuters.

**ARTICLE 15**  
**LEAVES OF ABSENCE**

15.01 Upon request, Reuters shall grant employees leaves of absence without pay for good and sufficient cause provided it does not unreasonably interfere with the operation of Reuters.

15.02 If an employee is elected or appointed to any position in The Newspaper Guild, or any organization with which The Newspaper Guild is affiliated, such employee, upon request, shall be given a leave of absence without pay for a period mutually agreed to by both parties. Such agreement will not be unreasonably withheld. The period of leave may be extended at Reuters' discretion. Such employees granted leave under this section shall be reinstated in the same position or one comparable upon expiration of such leave. No more than one employee at any one time may be on leave under this section.

15.03 Leaves of absence without pay, upon request, shall be granted to employees elected or appointed delegates to conventions of the Newspaper Guild, CLC, AFL - CIO or any organization with which The Newspaper Guild is affiliated and to delegates to special meetings called by The Newspaper Guild, or any meeting called by the governing body of the Guild or branch thereof. No more than one employee will be granted such leave at any given time. The total amount of leave granted under this

section may not exceed forty (40) days in any calendar year. Notwithstanding the above, the number of employees and the total number of days leave may be extended by mutual agreement between the parties.

#### 15.04 Maternity, Paternity, Childcare Leave

##### (a) Maternity Leave:

An employee eligible for a maternity leave under the Canada Labour Code will be entitled to a maximum of seventeen (17) weeks of maternity leave of which eight (8) weeks is paid by Reuters Canada Limited and seven (7) weeks is paid by Employment Insurance.

##### (b) Parental Leave:

Employees eligible for parental leave under the Canada Labour Code will be entitled to a maximum of thirty-seven (37) weeks of parental leave of absence of which thirty-five (35) weeks are paid by EI. Such leave will be granted to natural or adoptive parents of either sex who are or will be caring for a child.

##### (c) Leave for Employees Eligible for both Maternity and Parental Leave:

Employees eligible for both a maternity leave and a parental leave will be entitled to a combined maximum of fifty-two (52) weeks of leave of absence.



(d) Reuters Maternity Benefit:

An employee eligible for maternity leave under the Canada Labour Code shall receive payment as follows:

(i) full pay for the first eight (8) weeks of the leave from Reuters Canada Limited;

(ii) after serving a two-week unpaid waiting period, seven (7) weeks of Employment Insurance (EI).

(e) Reuters Paternity Benefit:

An employee eligible for a parental leave under Article 15.04(b), but not entitled to a maternity benefit will be granted five (5) days leave, three (3) of which shall be at full pay.

(f) It is understood that the provisions of Article 7.09 are extended to fifty-two (52) weeks for the purpose of this Article 15.04.

15.05 Compassionate Leave - of five (5) days with pay shall be granted to employees in the event of death in the immediate family. The definition of immediate family is generally defined as spouse, parents, children, siblings, mother-in-law, father-in-law, grandchildren, grandparents, or legal dependents residing in the employee's household.

15.06 Leaves provided for in this Article shall not constitute breaks in continuity of service in the computation of severance pay, vacations and any other benefits under this Agreement, except that leaves under Articles 15.01 and 15.02 of this article may be deducted in computing severance pay.

15.07 Jury Duty - should an employee be required during working hours to report for jury duty, or is subpoenaed to testify before a court of law, coroner's inquest, parliamentary inquiry or royal commission, and produces evidence satisfactory to Reuters that he did so report or testify, he will be paid the difference between regular pay he would have otherwise received for the day and the jury duty or witness pay received for that day.

15.08 (a) Military Leave - Reuters will comply with the Canada Labour Code, in respect to military leave.

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

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

15.09 Any leave of absence granted must be in writing by Reuters.

15.10 Reuters shall release from duty, with pay, providing operations permit, up to two (2) employees for the purpose of negotiating renewal of this Agreement on company time.

## **ARTICLE 16**

### **GRIEVANCE AND ARBITRATION**

16.01 It is agreed by the parties hereto that the grievances of employees should be adjusted as quickly as possible. If an employee has a grievance he and/or his designated representative shall discuss it with his supervisor within thirty (30) days after the alleged grievance has arisen so that his supervisor may have the opportunity of adjusting the grievance on a department level. The supervisor's written response to the grievance will be given within ten (10) days after such discussion has taken place. For the purpose of this Article the supervisor shall mean the manager of a department or other person designated by Reuters.

#### **STEP ONE**

16.02 Failing settlement, the grievance may be taken up on the following sequence provided it is presented within fifteen (15) days of the supervisor's reply thereto. The grievance may be presented in writing to the manager authorized by Reuters to deal with such grievance, and setting forth, the nature of the grievance, the article number of the Agreement alleged to have been violated, the surrounding circumstances and the remedy sought. The authorized representative of Reuters shall arrange a meeting with the Guild and a committee of not more than two (2) employees of Reuters within ten (10) days of the receipt of the grievance at which the grievor may attend if requested by either

party in the company of the Guild representative and provided they can be spared operationally by Reuters for the purpose of assistance at the meeting as he considers necessary and will give the grievor his decision in writing within ten (10) days following the meeting, with a copy to the Guild representative.

## **STEP TWO**

16.03 In the event that any difference arising from the interpretation, application or alleged contravention of this Agreement has not been satisfactorily settled under the foregoing Grievance Procedure, the matter shall then, by notice in writing given to Reuters within thirty (30) days of the date of the decision from the Manager for Canada or his designate, be referred to arbitration as hereinafter provided.

All such matters referred to arbitration, including any question as to whether the matter is arbitrable, shall be heard by an arbitrator appointed by the Guild and Reuters. If the Guild and Reuters fail to agree upon an arbitrator within thirty (30) days of the date of receipt of the notice of intention to arbitrate, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitrator shall hear and determine the dispute and shall issue a decision and the decision shall be final and binding upon both parties.

16.04 The arbitrator shall not be authorized to alter, modify or amend any part of the terms of this Agreement not to make any decision inconsistent therewith.

16.05 Reuters and the Guild shall each pay one-half (1/2) the remuneration and expenses of the arbitrator. Neither party shall be obligated to pay any part of the cost of any stenographic transcript of an arbitration hearing without its express consent.

16.06 It is agreed that the time limits set out with respect to grievances and arbitrations in this Article shall serve as a guideline for the parties. Failure to comply with these guidelines shall not constitute a time-bar. The arbitration shall, however, fashion any monetary or other relief giving due consideration to any prejudice resulting from unreasonable delay by either party. The time limits imposed upon either party at any step in the grievance procedure may be extended by mutual agreement. A request for extension of the time limit made prior to the expiry of such time limit shall not be unreasonably denied.

16.07 Where no reply is given to a grievance within the time limits specified, the grievor, the Guild or Reuters, as the case may be, shall be entitled to submit the grievance to the next step in the grievance procedure.

16.08 Where the arbitrator determines that a disciplinary penalty or discharge is excessive, the arbitrator may substitute such other penalty for the discipline or discharge as the arbitrator considers just and reasonable in all circumstances.

16.09 Reuters Grievance - Reuters shall have the right to file a grievance with respect to the interpretation, application, administration or alleged contravention of the Agreement. Such grievance shall be presented in writing signed by the Manager for Canada or his designate, to the Guild within ten (10) days following the occurrence or origination of the circumstances giving rise to the grievance. Failing settlement at a meeting held with the Guild Grievance Committee within thirty (30) days of the presentation of the grievance, the Guild shall give Reuters its written reply to the grievance in ten (10) days following the meeting. Failing settlement, such grievance may be referred to arbitration within ten (10) days of the date Reuters received the Guild's reply.

16.10 Guild Grievance - The Guild shall have the right to file a grievance on a difference directly with Reuters arising out of the Agreement concerning the interpretation, application, administration or alleged contravention of the Agreement. Such grievance shall be submitted in writing to the Manager for Canada or his designate within ten (10) days following the occurrence of the circumstances giving rise to the grievance. Failing settlement at a meeting held with the Guild Grievance Committee within thirty (30) days of the presentation of the grievance, Reuters shall give the Guild its written reply to the grievance in ten (10) days following the meeting. Failing settlement, such grievance may be referred to arbitration within ten (10) days of the date the Guild received Reuters' reply.

16.11 Group Grievance - If two (2) or more employees have the same individual grievance arising out of the same circumstances and based on the same incident, such grievances may be combined and treated as a group grievance. The Guild shall have the right to file a group grievance on behalf of the affected individual employees and the regular grievance procedure shall be followed.

16.12 For the purpose of this Agreement, "day" means a calendar day and "grievance" means a complaint arising from the interpretation, application, administration or alleged violation of this Agreement.

16.13 Discipline and Discharge -

(a) An employee summoned by the Company to a meeting whose purpose is to impose discipline will be advised in advance of the purpose of the meeting and of the right to have a Guild steward or other Reuter-employed Guild representative present at the meeting. Failure to notify an employee of his rights, while not rendering the discipline invalid, shall constitute a violation of the collective agreement. Under such circumstances, the Guild may request a review of the discipline with the appropriate Manager(s) and the Director of Human Resources prior to proceeding with a grievance.



(b) The Company shall not rely upon prior written warnings or records of discipline in any employee's file to support further discipline or discharge where the employee has not been disciplined during a period of twenty-four (24) consecutive months following the last written warning or disciplinary action. Further such warnings or records of discipline will be removed from the employee's file.

(c) The Guild and the employee affected shall be notified in writing of the facts leading to the discharge of such employee. Any discharged employee who alleges that his discharge was without just cause shall file a grievance following the procedure outlined in this Article provided that such grievance is filed within fifteen (15) days of discharge and not otherwise.

## ARTICLE 17

### DISMISSAL AND SEVERANCE PAY

17.01 Upon termination of employment, except voluntary resignation, permanent disability or death, retirement or dismissal for gross insubordination, gross neglect of duty, wilful misconduct or technological change, an employee, whose probationary period has been completed, shall receive severance pay in a lump sum equal to one (1) week's salary for each six (6) months of continuous service or major fraction thereof with Reuters, with a minimum of four **(4)** weeks **up** to a maximum of fifty-two (52) weeks. Notwithstanding the above, an employee with fifteen (15) or more years shall receive an additional five (5) weeks' salary as severance pay. Such severance pay shall be paid on a lump sum basis and in the event the individual is recalled to work before the expiry of the number of weeks paid for, the unearned severance pay shall be refunded to Reuters. Reasonable terms shall be arranged if required by the employee.

17.02 An individual who is rehired after having received some or all of the severance pay he was entitled to, shall, if he becomes entitled to severance pay again, have deducted from his continuous service **six** (6) months for each week of severance pay previously paid to him less any amounts refunded. This adjustment in continuous service shall be made only for the purpose of calculating his entitlement to severance pay.

17.03 For the purposes of this Agreement "continuous service" shall mean the length of unbroken service with Reuters since the last date of hire, less the following:

(a) any leave of absence in excess of one (1) month except in the case of sick leave of absence or maternity leave of absence granted under this Agreement; and (b) any period of lay-off.

17.04 There shall be no duplication or pyramiding of severance pay, dismissal pay or termination pay under the provisions of the Canada Labour Code. If termination pay is required to be paid under the Canada Labour Code, the amount of severance pay or dismissal pay payable under this article shall be reduced by the amount of such termination pay.

## **ARTICLE 18**

### **REDUCTION OF STAFF**

18.01 (a) Economic lay-offs shall be made at the discretion of Reuters, when efficient operation of Reuters would otherwise be impaired. In such circumstances, Reuters will notify the Guild at least three (3) months before such lay-offs take effect specifying the job classifications, number of employees and reason for the lay-offs.

(b) Seniority shall be the prime consideration in determining which employees will be dismissed to reduce staff. In making the determination that an employee will be laid off out of seniority ranking, it will not be on the basis of salary. Reduction of staff under this Article will be in the inverse order of their seniority ranking with Reuters except in cases where Reuters determines that the qualifications, knowledge, training, skill and ability of the individuals to fill the requirements of the job available require otherwise.

(c) Reuters will transfer an employee who has received notice of lay-offs under this Article, at the request of such employee, to replace an employee in a lower classification in which he has worked and for which he is qualified. This shall

apply when the employee to be replaced, who shall be the one with the least seniority in that classification, has less seniority than the employee to be transferred.

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

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

(f) Employees laid-off under this Article shall receive severance pay as provided by Article 16.01. Employees laid-off under this Article shall be offered first opportunity for employment in their former classifications or other classifications in the reverse order of dismissal whenever a vacancy arises within a two (2) year period from the date of laid-off, except in cases where Reuters determines that the knowledge, training, skill and ability of the individuals to fill the qualifications of the job available require otherwise. Employees who are offered such opportunity will be notified by phone and/or registered mail to their last known address or listed phone number. The employee will have ten (10) working days from the receipt of a phone call or mailing of a registered letter to return to work unless otherwise agreed by the Company. An employee who fails to return to work within the agreed time will have no further re-employment rights with the Company.

(g) An employee who is recalled to work under this Article after having received the severance pay to which he was entitled, shall, if he becomes entitled to severance pay again, have deducted from his continuous service six (6) months for each week of severance pay previously paid to him. The adjustment in continuous service shall be made only for the purpose of calculating his entitlement to severance pay.

18.02 Before implementing a reduction of staff, Reuters will, subject to the requirements of efficiency and economy of operations, first consider the use of attrition to reduce the number of employees it requires.

### **TECHNOLOGICAL CHANGE**

18.03 (a) Reuters will provide three (3) months' notice to the Guild prior to the introduction of new processes and equipment, when such introduction would result in reduction of staff (other than employees who have not completed their probationary period at the time the notice is given). Reuters agrees to effect, by attrition wherever possible, any reduction of staff (other than probationary employees) resulting from the introduction of new processes or equipment. Reuters will use its best endeavours to re-train employees for redeployment. Such re-training will be at the time and expense of Reuters. There will be no reduction in salary for employees redeployed due to the introduction of new

processes or equipment. Reuters will notify the Guild of any new job classifications that are created as a result of the introduction of new processes or equipment.

(b) A full-time employee who has been laid off as a result of the introduction of such change shall be entitled to severance pay, in lieu of severance pay under Article 16 of this Agreement and the Canada Labour Code, as follows:

- (i) less than five (5) years continuous service - a lump sum payment equal to five (5) weeks' salary plus two (2) weeks' salary per year of continuous service;
- (ii) five (5) to nine (9) years of continuous service - a lump sum payment equal to ten (10) weeks' salary plus three (3) weeks' salary per year of continuous service; or;
- (iii) ten (10) or more years of continuous service - a lump sum payment equal to fifteen (15) weeks' salary plus three (3) weeks' salary per year of continuous service to a maximum of twenty (20) years of continuous service.

(c) A full-time employee with more than five (5) years of seniority may, in the event of the introduction of such change, elect to be laid off in the place of an employee who has less seniority than he. In that case, the maximum amount of severance pay payable under (b) above will be thirty-six (36) weeks.

(d) No severance pay shall be payable under this Article if abolition of a position can be accomplished through resignation (except under (c) above), retirement, permanent disability or death of a regular member of the staff.



## **ARTICLE 19**

### **EXPENSES AND EQUIPMENT**

19.01 Necessary working equipment shall be provided to employees and paid for by Reuters, and Reuters shall ensure that its premises are in *conformity* with applicable health and safety laws and regulations.

19.02 Reuters shall pay all authorized expenses incurred by the employee in the service of Reuters, if supported by vouchers or receipted bills, when normally obtained.

19.03 When an employee, with the knowledge and consent of Reuters, uses an automobile in the service of Reuters, the employee shall be compensated at the rate of thirty-six cents (\$.36) per kilometre. The employee must submit proof of all mileage claimed, and Reuters reserves the right to satisfy itself that such mileage figures are accurate.

**ARTICLE 20**  
**TRANSFERS AND PROMOTIONS**

20.01 Reuters shall not permanently transfer an employee to another office in the same city, or to another city or to another country against the employee's wishes without good and sufficient reasons. No employee shall be transferred without payment of all authorized expenses for the employee's transfer and removal including family and effects. There shall be no reduction in salary or impairment of other benefits as a result of such transfer. **An** employee who is subject to a transfer has the right of appeal under the grievance procedure, should the employee feel the transfer is capricious or not for good reasons.

(a) It is jointly agreed by both parties that foreign-based employees assigned to Canada will be exempt from the provision of this Article.

(b) In cases where an employee is transferred for personal or compassionate reasons. Reuters may consider, but is not bound to pay all of the expenses incurred in connection therewith.

20.02 No employee shall be transferred by Reuters to another position or job classification without the employee's consent. There shall be no reduction in salary or impairment of benefits as a result of such transfer, not shall any employee be penalized for refusing to accept such a transfer.

20.03 Present employees will be given first consideration to try out for vacancies in higher classifications. When filling such vacancies, Reuters will take into account the qualifications and suitability of the employee. Notice of all vacancies shall be posted in all bureaus. Such notice shall provide a reasonable outline of the requirements of the job.

20.04 Employees promoted under this Article shall be given a trial period of up to three (3) months, which period may be extended for another period of up to one (1) month on consultation with the Guild. During such trial period, the employee may be returned to the classification from which he advanced, without loss of the experience rating he would have been entitled to had he never been advanced. Any replacement displaced as a result thereof, may be placed in a comparable position by Reuters, or receive severance pay under Article 16.01 subject to agreement.

20.05 Nothing in this Agreement shall preclude the transfer of an employee excluded from the bargaining unit to a position included in the bargaining unit or the transfer of an employee in the bargaining unit to a position excluded from the bargaining unit, if he has consented to such a transfer. In all cases, there shall be deemed to have been no break in the continual length of service by reason of such transfer. An employee shall not be penalized for refusing such transfer.

20.06 Reuters will consider payment of educational courses approved in advance by Reuters which will improve the skills of the employee in his present job or train him for promotion to a higher position. Approval of requests for such payment will be based on individual merit.

20.07 Reuters recognizes its responsibility to offer training and guidance to an employee promoted under this Article. Reuters will wherever possible, offer opportunities for training and guidance to employees who wish to become qualified for other positions.

## ARTICLE 21

### MISCELLANEOUS

21.01 Where the masculine gender is used, it shall be deemed to include the feminine.

21.02 **Sub-Contracting:** Reuters shall have the right to subcontract for services as it deems appropriate provided that such subcontracting does not directly result in the layoff of any employee in the bargaining unit who had completed his probationary period by January 1, 1996.

21.03 **Freelancers:** Reuters also shall have the right to continue its practice of using freelance journalists and photographers. A freelance journalist is an individual who is paid by the article or news report accepted by Reuters. A freelance photographer is an individual who is paid a fixed fee for a photograph or a series of photographs accepted by Reuters or to provide photo coverage of a sporting, political or other news event.

21.04 **Legal Counsel:** An employee who, as a result of performing authorized work in the normal course of his duties, is sued, subpoenaed as a witness, or charged under any federal or provincial statute or municipal by-law, or by any legislative body, agency or commission, will, upon his request, be provided with legal counsel mutually agreeable to Reuters and paid for by

Reuters. An employee so represented by counsel or another representative agreed upon by the parties shall not suffer any loss of pay or other benefits and shall further be made whole to the extent permitted by law against any fines or damages levied by any final judgment or decision in the action except to the extent that such employee has taken a course of action contrary to the advice of his Counsel.

21.05 **Outside Activity:** It is agreed by Reuters and the Guild that employees shall not: (1) disclose or use in market trading or gambling any information gained in working for Reuters which would give them any advantage over the general public; (2) allow any investment they may hold to influence their work in the service of Reuters; (3) carry out any outside work in direct competition with Reuters; or (4) use the name of Reuters or their positions with Reuters or any material of Reuters for personal gain without written permission from Reuters.

21.06 **No Strike - No Lockout:** Reuters agrees that, during the term of this Agreement, there will be no lockout as defined by the Canada Labour Code. The Guild agrees that, during the term of this Agreement, there will be no strike as defined by the Canada Labour Code.

21.07 **Ethics:** The Guild agrees that Reuters has the right to establish policy with respect to offers to employees of free travel, accommodation, or gratuities from any person or organization in connection with the performance of an employee's duties.

21.08 **Continuous Service/Seniority:** Where continuous service/seniority is used, it shall be deemed to include continuous service with Reuters Information Services (Canada) Limited since the date of last hiring within or without Canada except in the case of economic dismissals when it shall be deemed to only mean continuous service since the last date of hiring in Canada.

21.09 **Non-Discrimination:** The Company and the Guild agree that there will **be** no discrimination or harassment in employment on the grounds of race, national or ethnic origin, colour, religion, age, **sex**, sexual orientation, marital status, family status, disability to the extent that it does not render an employee unable to carry out the duties of employment, conviction **for** which a pardon has been granted, or lawful union activity. For greater clarity, this article shall be interpreted in accordance with the provisions of the *Canadian Human Rights Act*. Nothing herein shall:

(a) prohibit:

- (i) any remedial program required or permitted under applicable human rights, pay equity or employment equity legislation;
- (ii) retirement at age 65 in accordance with Article 13.01 of this Agreement; or

(b) require any modification to any benefit or pension **plan** or program.

21.10 **Joint Relationship Committee:** The parties will establish a joint relationship committee consisting of three (3) employees appointed by the Guild and three (3) persons appointed by Reuters. There will be two (2) co-chairs: one appointed by the Guild and one appointed by Reuters. The joint relationship committee will be mandated by the parties to discuss matters of mutual concern such as occupational health and safety or training programs and, to promote dialogue, communication and problem solving between the parties. The functioning of the joint relationship committee shall not displace the grievance and arbitration procedure. The joint relationship committee shall meet quarterly or at other intervals as agreed by the parties.



## **ARTICLE 22**

### **HEALTH, SAFETY AND ENVIRONMENT**

22.01 The Joint Relationship Committee shall be deemed to be the Health and Safety Committee for the purposes of this Agreement.

22.02 Reuters' policy is to maintain safe and healthy conditions for all employees at work, and will furnish staff with any special protective equipment, as required by law.

22.03 Employees who regularly work on VDTs, or similar equipment, shall be eligible to participate on a voluntary basis in an annual ophthalmological examination program at no cost to the employees. Such eye examinations shall be conducted by a medical doctor who is an expert in the field and will include testing procedures generally recommended for persons using VDTs or similar equipment. Reuters will select the doctor in consultation with the Guild. Corrective lenses needed specifically for VDT uses as recommended by the selected doctor shall be paid for by Reuters.

22.04 Experience in the use of VDTs has shown that there are natural breaks in the work pattern that take employees away from the machines. It is presumed that pattern will continue. During such breaks, which shall be of reasonable frequency and duration, the employee shall perform non-VDT work.

**ARTICLE 23**

**DURATION AND RENEWAL**

23.01 This Agreement shall become effective on June 10, 2005 and shall remain in effect until March 31, 2009.

23.02 Either party may, during ninety (90) days prior to the expiry date of this Agreement, give notice in writing to the other party of **its** desire to commence negotiating with a view to renewing this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement at Toronto, Ontario on the date and year first above stated.

REUTERS INFORMATION SERVICES (CANADA)  
LIMITED

CANADIAN MEDIA GUILD

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## LETTER OF AGREEMENT #1

Reuters Canada Division

April 1, 1995

Canadian Media Guild  
Attention: Kathy Viner  
144 Front Street West, Suite 300  
Toronto, Ontario  
M5J 2L7

Reuters Information Services (Canada) Limited  
121 King St. West  
Suite 2000  
Toronto Canada M5H 3T9  
Tel (416)941-8000

Dear Kathy:

### **Re: Technicians On Call**

The parties agree that, effective the date of this letter and during the term of the Collective Agreement (June 10, 2005 to March 31, 2009), the following shall apply regarding the carrying of pagers or cellular telephones and employees "on call".

1. Employees in the Technician classification (Groups 16, 16B and 16C) are expected to carry a pager or cellular telephone (as designated by the Company). For the purpose of clarity, employees not scheduled to be "on call" who carry pagers or cellular telephones shall not receive any additional remuneration for carrying a pager or cellular telephone.

2. In the absence of sufficient volunteers for an "on call" rotation as required by the Company, the Company shall have the right to establish "on call" assignments or rotation for Technicians for weekends and other periods outside the employee's regular scheduled hours of work:

(a) "On Call" means that an employee shall carry a pager or cellular telephone (as designated by the Company) and shall remain in a state of work readiness within a range of eighty-five (85) kilometers or one (1) hour's commuting distance from his/her normal place of work except where alternative arrangements are agreed to prior to the initiation of an "on call" period by the employee's supervisor.

(b) Employees "on call" shall respond to all "pages" and shall perform any work required as a consequence of the page.

(c) Technicians designated by the Company as "on call" shall be paid one (1) hour's salary at the base rate for each full (8) hours of on-call duty.

(d) If an employee "on call" is required to perform work which requires more than fifteen (15) minutes of the employee's time, such an employee shall be compensated as follows:

(i) For "on call" work performed off hours on a regularly scheduled day: the greater of the time actually worked or three (3) hours pay, in both cases such pay shall be at the rate of one and one half (1 ½) times the base rate.

(ii) For "on call" work performed on a regularly scheduled day off, the greater of the time actually worked or four (4) hours pay, in both cases such pay shall be at the rate of one and one half (1 ½) times the base rate for work performed on the first day off or at the rate of two (2) times the base rate for work performed on the second day off provided such an employee performed compensable work on the first day off.

The "on call" work performed payments are in addition to the payments described in "(c)" above. "On call" work performed includes actual travel time to and from the worksite where required.

3. The requirement under Article 9.03 to post work schedules two (2) weeks in advance of the week for which they apply shall be extended to include the scheduling of “on call” duties.

Yours truly,

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For Reuters

**ACCEPTED AND AGREED BY:**

---

For The Guild

## LETTER OF AGREEMENT #2

Reuters Canada Division

April 1, 1995

Canadian Media Guild  
Attention: Kathy Viner  
144 Front Street West, Suite 300  
Toronto, Ontario  
M5J 2L7

Reuters Information Services (Canada) Limited  
121 King St West  
Suite 2000  
Toronto Canada M5H 3T9  
Tel (416)941-8000

Dear Kathy:

### **Re: Journalists On Call**

The parties agree that, effective the date of this letter and during the term of the Collective Agreement (June 10, 2005 to March 31, 2009), the following shall apply regarding the carrying of pagers or cellular telephones and employees "on call".

1. Employees in the Journalist classifications (Groups 18 and 19) are expected to carry a pager or cellular telephone (as designated by the Company. For the purpose of clarity, employees not scheduled to be "on call" who carry pagers or cellular telephones shall not receive any additional remuneration for carrying a pager or cellular telephone.
2. In the absence of sufficient volunteers for an "on call" rotation as required by the Company, the Company shall have the right to establish "on call" assignments or rotation for Technicians for weekends and other periods outside the employee's regular scheduled hours of work:

(a)“On Call” means that an employee shall carry a **pager** or cellular telephone (as designated by the Company) and shall remain in a state of work readiness within a range of eighty-five (85) kilometers or one (1) hour’s commuting distance from his/her normal place of work except where alternative arrangements are agreed to prior to the initiation of an “on call” period by the employee’s supervisor.

(b)Employees “on call” shall respond to all “pages” and shall perform any work required as a consequence of the page.

(c)Employees designated by the Company as “on call” shall be paid two (2) hour’s salary at the base rate for each full (8) hours of on-call duty.

(d)If an employee “on call” is required to perform work which requires more than fifteen (15) minutes of the employee’s time, such an employee shall be compensated as follows:

(i) For “on call” work performed off hours on a regularly scheduled day: the greater of the time actually worked or three (3) hours pay, in both cases such pay shall be at the rate of one and one half (1 ½) times the base rate.

(ii) For “on call” work performed on a regularly scheduled day off, the greater of the time actually worked or four (4) hours pay, in both cases such pay shall be at the rate of one and one half (1 ½) times the base rate for work performed on the first day off or at the rate of two (2) times the base rate for work performed on the second day off provided such an employee performed compensable work on the first day off.

The “on call” work performed payments are in addition to the payments described in “(c)” above. “On call” work performed includes actual travel time to and from the worksite where required.



3. The requirement under Article 9.03 to post work schedules two (2) weeks in advance of the week for which they apply shall be extended to include the scheduling of “on call” duties.

Yours truly,

---

For Reuters

**ACCEPTED AND AGREED BY:**

---

For The Guild

### LETTER OF AGREEMENT #3

Reuters Canada Division

April 1, 1995

Canadian Media Guild  
Attention: Kathy Viner  
144 Front Street West, Suite 300  
Toronto, Ontario  
M5J 2L7

Reuters Information Services (Canada) Limited  
121 King St West  
Suite 2000  
Toronto Canada M5H 3T9  
Tel (416)941-8000

Dear Kathy:

During the term of the Collective Agreement made between Reuters Canada Division and the Canadian Media Guild, it is understood that subcontracting activity outside the core areas of business in Toronto and Montreal shall be deemed to not have directly resulted in the lay-off of any employee in the core areas of business in Toronto and Montreal for the purposes of Article 20.02 of the Collective Agreement. The core areas of business in Toronto and Montreal are defined as follows:

1. The core area of business in Toronto shall be the geographic area within St. Clair Avenue (North), Don Valley Parkways (East), Hwy 427 (West), and Lake Ontario (South).
2. The core area of business in Montreal shall be the geographic area within Sherbrooke Street (North), St. Laurent Blvd. (East), Fort Street (West), and the St. Lawrence River (South).

Yours truly,

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For Reuters

**ACCEPTED AND AGREED BY:**

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For The Guild

## LETTER OF AGREEMENT #4

Reuters Canada Division

16 May 1996

Canadian Media Guild  
Attention: Kathy Viner  
144 Front Street West, Suite 300  
Toronto, Ontario  
M5J 2L7

Reuters Information Services (Canada) Limited  
121 King St West  
Suite 2000  
Toronto Canada M5H 3T9  
Tel (416)941-8000

Dear Kathy:

### **Re: RCD POLICY REGARDING SPECIAL LEAVE**

#### **Principle:**

The Company and the Guild recognize and understand the responsibility for employees to be at work for all scheduled hours of work and that, due to special circumstances (such as doctor's appointments and family emergencies), it is not always possible for employees to meet that responsibility. Therefore, employees and their supervisors must work together to accommodate such special circumstances while meeting their respective work-related responsibilities.

#### **Practice:**

1. Where practical and reasonable, employees are expected to exhaust available time off entitlements such as TOIL, personal day, vacation days to deal with special circumstances. The Company and the Guild recognize that there may be situations where this is not possible (examples: pre-booked vacations and no other available time off; doctor's appointments which do not require a full day off work) or where employees have exhausted all time off

entitlements. In such cases, employees may request paid special leave. All such requests will be made to the employee's supervisor and will be administered on a case-by-case basis.

2. Where special leave is granted, employee(s) and their supervisor(s) must agree on a plan to have such time-off made up during the employee's non-scheduled work hours without additional remuneration when there is a reasonable business requirement to make up the time-off work. Employee(s) and supervisor(s) will work together to consistently meet the Principle of this policy.
3. All requests granted for special leave are without prejudice or precedent.
4. In the event an employee fails to meet his/her responsibility under this policy, this will be factored into the supervisor's decision making process for any future requests made by such an employee.

Sincerely,

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For Reuters

**ACCEPTED AND AGREED BY:**

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For The Guild

## LETTER OF AGREEMENT #5

Reuters Canada Division

April 1, 1995

Canadian Media Guild  
Attention: Kathy Viner  
144 Front Street West, Suite 300  
Toronto, Ontario  
M5J 2L7

Reuters Information Services (Canada) Limited  
121 King St West  
Suite 2000  
Toronto Canada M5H 3T9  
Tel (416)941-8000

Dear Kathy:

The parties agree that during the term of the Collective Agreement (June 10, 2005 to March 31, 2009), that, notwithstanding any Article of the Collective Agreement to the contrary, Reuters shall have the right to locate its Canadian customer service trouble report desk to the Customer Response Centre located in Chicago.

It is understood that this agreement shall not result in the laying off of, or involuntary reclassification of, the technicians on the help desk.

Yours truly,

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For Reuters

**ACCEPTED AND AGREED BY:**

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For The Guild

## LETTER OF AGREEMENT #6

### **RE: Letter of Understanding Concerning Plan 2000 & Reuters Code of Conduct**

This letter sets out the understanding and agreement that the Guild and Reuters Canada have reached with respect to Reuters Code of Conduct.

It is recognized that Reuters has the right to manage its operations and to establish policies as set out in Article 4 of the CMG/Reuters Collective Agreement and that the establishment of the Code of Conduct does not violate the Collective Agreement. Since, however, the Code of Conduct is currently inconsistent with the Collective Agreement on two points, we have agreed to resolve our differences with respect to the Code of Conduct by addressing these two points as follows:

1. The Guild agrees that manipulating images beyond the requirements of normal image enhancement is in contravention of the Code of Conduct and under the Code of Conduct is punishable by dismissal.
2. Reuters agrees that the outside activity provision contained in Article 20.05 of the Collective Agreement will supersede the requirement contained in the Code of Conduct under working outside Reuters requiring permission in advance.

Nothing in this letter of understanding is intended to preclude the use of the grievance and arbitration procedure contained in Article 15 of the Collective Agreement.

Upon both parties acceptance of this letter of understanding, the Guild agrees to withdraw its complaint with the Canada Labour Relations Board (Board file no. 18982-C), and Reuters will offer the initial Plan 2000 invitation to Guild represented employees.

## **LETTER OF AGREEMENT #7**

### **Re: Montreal Editorial**

**As** a result of the elimination of the French Reuters Online service and the downsizing of the Montreal bureau, former Deputy Bureau Chief (now Editor-in Charge) Bob Melnbardis now performs editorial work normally done by member of the bargaining unit.

In the event Melnbardis should leave the employ of Reuters or move to another position with the company, the editorial position in Montreal will revert to the Guild bargaining unit.



## LETTER OF AGREEMENT #8

### **Re: Scheduling of Editorial Staff**

Both parties recognize that although Reuters is a news agency it has not until recently operated in Canada as a twenty-four hour, seven day week organization. Both parties also recognize that scheduling of staff to cover a 24/7 operation can be difficult.

Persons responsible for scheduling should work to produce schedules that are acceptable to as many of their staffers as possible while meeting operational requirements.

In an effort to ensure the best outcome as Reuters moves to a twenty-four hour operation, a local scheduling committee will be created. This committee will include two (2) employees from the area concerned selected by the Guild, the scheduler and a person selected by the Employer.

The committee, with input from affected staff, will aim to create schedules that achieve a healthy work-life balance for staff and at the same time meet operational requirements. In the first three to four months it is recommended that the committee meet bi-weekly to consider any and all ideas that might be implemented.

