

SOUS	Compagnie
EE	89/0101
TERM.	90/12/31
No. OF EMPLOYEES	370
NOMBRE D'EMPLOYES	D.L.

a THIS AGREEMENT entered into this 29th day of May 1989:

BETWEEN:

THE CANADIAN PRESS AND BROADCAST NEWS LIMITED
(hereinafter referred to as the "Employer")

- and -

CANADIAN WIRE SERVICE GUILD, LOCAL 213 OF THE NEWSPAPER GUILD (hereinafter referred to as the "Guild")

ARTICLE 1 - COVERAGE

1.01 The Employer recognizes the Guild as the sole and exclusive bargaining agent for all employees of the Employer, excluding the Chief Executive, the General Managers and Secretaries, the General Executives, the Managing Editor, the Manager of Employee Relations, the Executive Assistants, the General News Editors, the Business-Administration Manager, the Editorial Operations Manager, the Marketing-Planning Manager, the General Day Editor, the General Night Editor, the General Earlies Editor, the General Sports Editor, the Business Editor, the Chief of Picture Service, the Chief of Voice Services, the Chief of Cable Services, the Foreign Editor, the Enterprise Editor, the Bureau Chiefs, the Supervising Editors, the Chief of Quebec Service, the Chief of Service in French, Deputy Bureau Chiefs, the Treasurer, the Chief Accountant, the Internal Auditor, the Staff Benefits Administrator, the Office Manager, a Secretary to each General Manager, the Secretary to the Manager of Employee Relations, the secretary to the Managing Editor, the secretary to the Montreal Bureau Chief, the Secretary to the Treasurer, the Secretary to the Communications Manager, the Communications Manager, the Secretary to the Chief of Quebec Service, Executives in the Communications Department, as well as those employees represented by the United Telegraphers Union.

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ARTICLE 2 - DUES DEDUCTION

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2.01 The employer shall deduct all Guild dues weekly from the salaries of each employee.

2.02 The amount of dues to be deducted shall be furnished to the Employer by the Guild and may be amended by the Guild at any time. The deducted dues shall be remitted to the Guild no later than the fifteenth (15th) day of each month following the month in which the deductions are made with a statement showing the names of the employees in respect of whom deductions have been made and the amount deducted.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Guild acknowledges that, subject to the terms of the Collective Agreement, it is the exclusive right of the employer generally to manage its enterprise and, without restricting the generality of the foregoing, to plan, direct and control its operations, facilities, systems and procedures, 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 cause.

ARTICLE 4 - NO STRIKE - NO LOCKOUT

4.01 The Employer agrees that during the term of this Agreement there will be no lockout as defined by the Canada Labor Code. The Guild agrees that during the term of this Agreement there will be no strike as defined by the Canada Labor Code.

ARTICLE 5 - GRIEVANCE PROCEDURE AND ARBITRATION

5.01 It is the mutual desire of the parties hereto that grievances of employees be adjusted as quickly as possible and it is understood that if an employee has a grievance, he shall discuss it with his supervisor within fifteen (15) days of the occurrence or origination of the circumstances giving rise to the grievance in order to give his supervisor an opportunity of adjusting his grievance. The discussion shall be between the employee and his supervisor but each party may elect to have another person in attendance. The supervisor's response to the grievance shall be given with five (5) days after the discussion with the employee. For the purpose of this Article, supervisor shall mean the employee's Bureau Chief or person designated by the Bureau Chief.

5.02 Failing settlement, the grievance may be taken up in the following manner and sequence provided it is presented within fifteen (15) days of the supervisor's reply to the grievance; the employee or the Guild shall present the grievance in writing signed by the employee to the Bureau Chief 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 Bureau Chief or his designate shall arrange a meeting with the Guild 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 discuss the grievance. The Bureau Chief or his designate may have such assistance at the meeting as he considers necessary. The Bureau Chief or designate will give the Guild a decision in writing within ten (10) days following the meeting with a copy to the **grievor**.

Failing settlement of the grievance, the **grievor** and/or the Guild shall, within ten (10) days of receiving the reply of the Bureau Chief or his designate, present the grievance in writing to the Manager of Employee Relations. The Manager of Employee Relations or his designate shall arrange a meeting within thirty (30) days of his receipt of the grievance with the National Grievance Committee of the Guild for the purpose of discussing the grievance. The Manager of Employee Relations or his designate will give the **grievor** his decision within ten (10) days following the meeting.

In the event any difference arising from the interpretation, application, administration 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 the other party within twenty-one (21) days of the date of the decision from the Manager of Employee Relations or his designate, be referred to arbitration as hereinafter provided.

5.03 Any matter so referred to arbitration, including any question as to whether a matter is **arbitrable**, shall be heard by a Board of three (3) arbitrators composed of an arbitrator appointed by each of the Employer and the Guild and a third arbitrator who shall be Chairman. The notice of the party referring the decision to arbitration shall contain the name of its appointee to the Arbitration Board. The recipient of the notice shall within fifteen (15) days advise the other party of the name of its arbitrator. The two (2) arbitrators so appointed shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be Chairman. If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairman, within the time limited, the appointment shall be made by the Federal Minister of **Labor** upon the request of either party. The Arbitration Board shall hear and determine the difference or

allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman will govern.

5.04 The Arbitration Board shall not be authorized to alter, modify or amend any part of the terms of this Agreement nor to make any decision inconsistent therewith. No matter shall be considered by the arbitrators nor shall they render any decision in connection therewith unless and until a majority of them have first decided that such matter constitutes a proper grievance under this Agreement.

5.05 The Employer and the Guild shall each pay one-half (1/2) the remuneration and expenses of the Chairman of the Arbitration Board and shall each pay the remuneration and expenses of its 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.

5.06 It is agreed that the time limits set out with respect to grievances and arbitrations are mandatory and in the event of failure to act within the time limits, the grievance shall be deemed to be abandoned. However, the time limits imposed upon either party of 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 denied on an arbitrary basis.

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

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

5.09 EMPLOYER GRIEVANCE

The Employer 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 of Employee Relations 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 National Grievance Committee within thirty (30) days of the presentation of the grievance, the Guild shall give the Employer its written reply to the grievance in ten (10) days following the meeting. Failing settlement, such grievance may be referred to the Arbitration Board within ten (10) days of the date the Employer received the Guild's reply.

5.10 GUILD GRIEVANCE

The Guild shall have the right to file a grievance based on a difference directly with the Employer arising out of the Agreement concerning the interpretation, application, administration or alleged contravention of the Agreement. Such grievance shall not include any matter upon which an employee would be personally entitled to grieve and the regular grievance procedure shall not be bypassed.

Such grievance shall be submitted in writing by the Guild to the Manager of Employee Relations or as designated by the Employer, within ten (10) days following the occurrence or origination of the circumstances giving rise to the grievance commencing at Step No. 2 of the Grievance Procedure set out above.

5.11 Where the grievance concerns the discharge of an employee and is not settled under the Grievance Procedure, or in any other cases where the parties agree, the grievance shall be referred to a single arbitrator for final and binding arbitration and the provisions of the collective agreement shall apply with the changes necessary to reflect the fact of a single arbitrator.

5.12 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.

5.13 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 the Agreement.

ARTICLE 6 - SENIORITY

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6.01 An employee will be considered on probation until he has completed three (3) months of continuous employment with the Employer. However, upon agreement between the Employer and the employee, his probationary period may be extended up to a maximum of one (1) additional month. In cases where a probationary period is extended, the Employer will notify the Guild in writing. Upon completion of such probationary period, the employee's name shall be placed on the appropriate seniority list. The employer may discharge a probationary employee for any reason and that discharge shall not be made the subject of a grievance.

6.02 Seniority means the length of continuous service with the Employer since the date of last hiring.

6.03 A person shall lose all seniority and shall be deemed to have terminated employment with the Employer if he:

- (a) voluntarily quits the employ of the Employer; or
- (b) is discharged and such discharge is not reversed through the Grievance Procedure; or
- (c) is absent for five (5) consecutive working days unless a reason satisfactory to the Employer is given; or
- (d) fails to return to work upon termination of an authorized leave of absence unless a reason satisfactory to the Employer is given or fails to utilize a leave of absence for the purpose indicated at the time the leave of absence was granted; or
- (e) is absent due to layoff more than twenty-four (24) consecutive months; or 24 - 24
- (f) fails to notify the Employer of his intention to report for work within ten (10) days from the date of delivery by courier dispatch of a notice of recall to him, unless a reason satisfactory to the Employer is given; or
- (g) fails to report to work after being recalled from lay-off within two (2) weeks of notifying the Employer of his intention to report for work, unless a reason satisfactory to the Employer is given.
- (h) Notwithstanding the above, an employee who has left the employ of the Employer and is rehired, shall be credited with previous seniority with the Employer for the purpose of vacation entitlement.

- 6.04 (a) In the event of a layoff, senior employees shall have the first opportunity for continuing employment and the right to displace junior employees in accordance with the following procedure:
The Employer shall lay off the employees affected in the inverse order of their seniority ranking with the Employer except in those cases where it determines that the requirements, the efficiency and economy of operations and the qualifications, knowledge, training, skill and ability of the individuals to fill the requirements of the jobs available require otherwise.
- 27C-1
- (b) An employee may elect prior to being laid off, subject to the determination of the Employer described in paragraph (a) of this Section, to bump the employee with the lowest seniority in the same classification or in a lower classification in the Bureau where the electing employee is working. In the event that the employee to be laid off has five (5) or more years of seniority, this election will extend to the bumping of employees in other Bureaus. The Employer shall not be obliged to pay any transfer expenses to any employee relocated under this Article.
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- (c) An employee who bumps into a lower classification shall be paid the top basic salary for that classification.
- (d) In making a determination that an employee will be laid off out of seniority ranking, it will not be on the basis of the amount of the salary paid to the employee.

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- (e) For the purposes of a recall, the Employer shall maintain a rehiring list and when hiring for permanent jobs covered by the Agreement shall first rehire persons from the list in order of their seniority except in those cases where it determines that the requirements of operations and qualifications, knowledge, training, skill and ability of the individuals to fill the requirements of the job available require otherwise. The Employer shall not be obliged to pay transfer expenses, if any, to a recalled individual. However, a person shall not lose any recall rights for failing to accept a recall to a position outside the city from which he was laid off. Employees who have within the past twenty-four (24) months bumped other employees covered by this Agreement will be considered to be on the rehiring list for the purposes of this subsection (e).
- (f) For the purposes of this section, 6.04, in determining the qualifications, knowledge, training, skill and ability required to do the work available, the Employer shall not exercise its judgment in an arbitrary fashion.

6.05 In the event of a layoff, the Employer shall give the Guild eight (8) weeks' notice and the employees concerned four (4) weeks' notice of such layoff and, where possible, will endeavour to give greater notice of layoff. During this period, the Employer shall meet and have discussions with the Guild in connection with the layoff, the number of persons to be laid off and the affected job classifications. In addition, during this time the Employer shall accept voluntary resignations from employees in the classifications in which employees are to be laid off and employees voluntarily resigning shall be eligible for severance pay in accordance with Article 13.

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6.06 Before making a layoff, the Employer will, subject to the requirements, efficiency and economy of operations, first consider the use of attrition to reduce the number of employees it requires.

6.07 Notice of recall to a person shall be good and sufficient notice if delivered by courier dispatch to the last address the person has communicated, in writing, to the Employer. A copy of such notice shall be sent to the Guild.

6.08 It is the policy of the Employer to provide for the requirements, efficiency and economy of the operations and, subject to the foregoing, to provide transfer opportunities to employees. Accordingly, an employee may file with the Employer a written application for transfer to another city and in the event of a permanent opening occurring in that other city, the employee's application shall be given consideration by the Employer.

Where the Employer receives at least two (2) weeks' notice of a permanent full time vacancy in a classification under this agreement which it intends to fill, it shall send a notice of posting on the message wire to all other bureaus, post in each bureau and all staff correspondent cities a notice of the vacancy in a location designated for vacancy postings and send a copy of the posting to the Guild. In cases where the vacancy is in Editorial Categories 8, 9 and 10 and in Business Category 8, the posting shall be made only in the Bureau where the vacancy exists. Postings shall be made not less than seven (7) calendar days in advance of the date of hire.

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Any transfer from a Bureau to another Bureau or from a "Bureau" to a staff correspondent city will be made only with the mutual consent of the Employer and the employee concerned, and the employee shall not be penalized for not giving his consent to the transfer. The Employer shall pay such reasonable expenses related to the transfer as have been approved in advance of the transfer. In the case where an employee is transferred for personal reasons unrelated to the advancement of his career with the Employer, the Employer shall not be obliged to pay any expenses, but may agree to pay all or part of the expenses in discussions with the employee in advance of the transfer.

For the purpose of this Agreement, it is understood that Bureaus are located in the following cities: Halifax, Quebec, Montreal, Ottawa, Toronto, Winnipeg, Edmonton and Vancouver.

In the case of a transfer of an employee from a staff correspondent city, the employee will be offered a return either to the last Bureau city in which the employee worked or an alternative location. It is understood that the employee has the right to decide which option to take.

In the case of an employee from a staff correspondent city who was hired directly into the position, the employee will be offered two (2) alternative locations.

6.09 In the case of staff openings in classifications covered by this Agreement, the Employer shall, subject to the requirements, efficiency and economy of operations, give first consideration to employees in lower classifications and employees in the same classification in the same bureau in which the opening occurred before new applicants are hired. In making this consideration, the Employer shall take into account seniority, qualifications, training, skill and ability and potential for continued advancement within the service.

6.10 Nothing in this Agreement shall preclude the transfer of an individual excluded from the bargaining unit to a position where he is included in the bargaining unit, or the promotion of an employee in the bargaining unit to a position where he is excluded from the bargaining unit, if he has consented to such transfer or promotion. There shall be deemed to have been no break in the continuous service of such individual by reason of such transfer or promotion.

ARTICLE 7 - LEAVE OF ABSENCE

7.01 Any employee may submit a written request to the Manager of Employee Relations or his designate for leave of absence without pay. The Employer will give each request due consideration based on its merits and the requirements of operations.

7.02 The Employer will grant leave of absence without pay to employees selected by the Guild for the purpose of attending Guild conventions and special meetings and CLC conventions provided reasonable notice is given to the Employer and an adequate replacement or replacements can be found, if necessary. The total amount of leave of absence granted to employees under this Article, Article 7.02, shall not exceed forty (40) days in any calendar year.

7.03 The Employer will grant an employee who has given the Employer one (1) month's notice in writing a leave of absence without pay of up to one (1) year to work in an official full-time capacity for The Newspaper Guild or the Guild. Such leave of absence may be renewed for any additional year upon two (2) months' notice to the Employer prior to its expiry. The maximum leave of absence any individual may receive under this Article 7.03 is four (4) years and no more than two (2) employees may be absent on such leave at any one time. Upon expiry of his leave of absence the individual shall be placed by

the Employer in a location determined by it after discussions with the individual and in the same classification he held at the time he began such leave provided he continues to have the qualifications and the capabilities to perform the work required. No transfer expenses will be payable to an individual returning from a leave of absence granted under this Article. An individual granted such leave of absence shall not accumulate seniority while on the leave of absence but shall retain all seniority accumulated prior to the start of such leave.

7.04 A Guild unit representative shall be allowed reasonable time off to attend grievance meetings at the Bureau level provided for in the Grievance Procedure and scheduled during regular working hours, subject, however, to the requirements of operations. The representative shall receive his basic rate of pay for time lost during his regular working hours for attending such meetings.

7.05 The Employer shall allow up to three (3) employees reasonable time off to attend national grievance meetings with the Employer, subject, however, to the requirements of operations. Upon agreement of the parties, additional employees may attend such meetings. Any such employee attending a national grievance meeting shall receive his basic rate of pay for time lost during his regular working hours on the day of the meeting.

7.06 The Employer shall allow up to eight (8) employees reasonable time off without pay to attend meetings with the Employer for the purpose of negotiating a renewal of this Collective Agreement. The Employer shall pay five (5) such employees designated by the Guild at the start of bargaining their basic salary for each day they attend in negotiation meetings with the Employer.

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7.07 Employees eligible for both maternity leave and child care leave under the Canada Labor Code will be entitled to a total of fifty-two (52) weeks of maternity leave and child care leave of absence. Any such employee will be paid for six (6) weeks of maternity leave of absence at her regular rate of pay.

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7.08 Employees eligible for child care leave of absence under the Canada Labor Code will be entitled to a total of thirty-five (35) weeks of child care leave of absence.

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7.09 A paternity leave of absence of three (3) days, including the day of birth, will be granted to an employee at the time his spouse gives birth. Where any such day occurs on a regularly scheduled working day for the employee, he shall be paid his regular rate of pay for the standard number of hours which he otherwise would have worked on that day.

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7.10 Any leave of absence granted must be in writing and signed by the Manager of Employee Relations or his designate.

ARTICLE 8 - BEREAVEMENT LEAVE

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8.01 A bereavement leave of absence of three (3) consecutive days, including the day of the funeral, will be granted to an employee upon a death in his immediate family. Where any such day occurs on a regularly scheduled working day for the employee, he shall be paid on the basis of the standard number of hours which he otherwise would have worked at his basic rate of pay. The employee may, in exceptional circumstances, be granted additional bereavement leave with pay at the discretion of the Employer. To qualify for bereavement leave, the employee shall notify the Manager of Employee Relations or his designate as soon as possible following the death. "Immediate family" shall mean spouse, son, daughter, mother, father, sister, brother, mother-in-law or father-in-law.

8.02 In the case of the death of a grandparent of an employee or his spouse, the employee shall be entitled to a bereavement leave of absence of one (1) day, the day of the funeral. Where such day occurs on a regularly scheduled working day for the employee, he shall be paid on the basis provided for in Article 8.01.

ARTICLE 9 - JURY DUTY

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9.01 Should an employee be required on his regular work day 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 a satisfactory statement that he did so report or testify, he will be paid the difference between the regular pay he would have otherwise received for the day and the jury duty or witness pay received by him for that day. However, the employee will not be entitled to any pay under this Article if he is a party or principal in any of the aforementioned proceedings unless he is a party or principal as a result of performing his proper duties for the Employer.

ARTICLE 10 - INSURANCE PREMIUMS

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10.01 The Employer shall pay one-hundred per cent (100%) of the required premiums for employees eligible for coverage under the present provincial government hospital and medical insurance plan existing in each province, the major medical insurance plan, the travel insurance plan, war risk plan and long term disability insurance plan.

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10.02 The Employer shall pay one-hundred per cent (100%) of the required premiums for employees eligible for coverage under the group life insurance plan for coverage equal to two (2) times an employee's basic salary to a maximum of \$60,000 of such insurance.

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10.03 The Employer and the eligible employees shall each pay fifty per cent (50%) of the required premiums for: (1) a Blue Cross No. 9 or equivalent dental plan and (2) a dental plan covering caps, crowns and bridges (to a maximum of \$1,500 per family member per year) which provides co-insurance under which the employer will pay 80 per cent of approved dental costs and the employee will pay 20 per cent of such costs. Both plans will be based on the 1989 Ontario Dental Association Schedule of Fees for Dental Services provided by general practitioners. Effective January 1, 1990, such schedule of fees shall be the 1990 schedule.

10.04 Effective January 1, 1988, the Employer shall pay one hundred per cent (100%) of the required premiums for employees eligible for coverage under a group vision care insurance plan providing eighty dollars (\$80) for lenses once every twenty-four (24) months.

10.05 The Employer reserves the right to select and change the carriers for insurance plans provided there is no loss in coverage.

ARTICLE 11 - SICK LEAVE

11.01 The Employer will, upon presentation from time to time of medical evidence satisfactory to it, provide sick leave of absence as follows:

- (a) a full time employee with less than two (2) years of continuous service - up to one (1) year's leave of absence during which the employee shall be eligible to receive his basic salary for a period of up to one-quarter (1/4) his length of continuous service or the first fifteen (15) weeks, whichever is greater, the balance of such year to be without pay;

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- (b) a full time employee with two (2) or more years of continuous service - up to one (1) year's leave of absence during which he shall be eligible to receive basic salary and up to one (1) year's additional leave without pay;
- (c) a temporary or part-time employee - up to one (1) week's leave of absence for each week of continuous service up to a maximum of fifteen (15) weeks during which the employee shall be eligible to receive basic salary. In the case of a part-time employee such sick leave shall be on a pro-rata basis in accordance with the employee's part-time schedule.

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11.02 The Employer may extend a sick leave of absence without pay for such further period of time as it may decide.

11.03 An employee who returns to work from sick leave of absence must remain at work for fourteen (14) days before becoming eligible for another sick leave of absence in accordance with Section 11.01 of this Article.

11.04 For the purposes of Section 11.01, from time to time the Employer may require an employee to be examined by a medical practitioner selected by it.

ARTICLE 12 - SHIFT DIFFERENTIAL

12.01 An employee shall be paid a shift differential in the amount of seven per cent (7%) of his basic salary if during a work week he works one (1) or more regularly scheduled night or overnight shifts which include work between the hours of 7:00 p.m. and 6:00 a.m.

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- 12.02 This shift differential shall also be paid to an employee who:
- (a) is taken off regularly scheduled night or overnight work to cover out-of-town assignments;
 - (b) is regularly employed on days in a bureau who goes on out-of-town spot news assignment lasting three (3) days or more; or
 - (c) is absent from regularly scheduled night or overnight work on account of illness, up to a maximum of three (3) consecutive weeks.

ARTICLE 13 - DISMISSAL AND SEVERANCE PAY

- 13.01 (a) If an employee is dismissed for disciplinary reason other than gross insubordination, gross neglect of duty or repeated wilful misconduct, the Employer shall give him two (2) weeks' notice or two (2) weeks' pay in lieu of notice.
- (b) If a probationary employee is terminated because the Employer determines such employee is not performing to its satisfaction, the employee will receive either two (2) weeks' notice or two (2) weeks' pay in lieu of notice. Notwithstanding the foregoing the Employer may terminate any such employee for any reason and the termination shall not be made the subject of a grievance.
- 13.02 If an employee is laid off the Employer shall pay him, as severance pay, one (1) week's basic salary for each completed six (6) months of continuous service or major fraction thereof with a minimum of three (3) weeks up to a maximum of fifty-two (52) weeks. Such severance pay shall be paid on a lump sum basis and in the event the individual is recalled to work before the

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expiry of the number of weeks paid for, the unearned severance pay shall be refunded to the employer. Reasonable terms shall be arranged if required by the employee.

13.03 An individual who is recalled to work 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) complete months for each week of severance pay previously paid to him. This adjustment in continuous service shall be made only for the purpose of calculating his entitlement to severance pay.

13.04 For the purposes of this Agreement "continuous service" shall mean the length of unbroken service with the Employer 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, maternity leave of absence or child care leave of absence granted under this Agreement;
- (b) any period of layoff;
- (c) any period of strike.

13.05 A retirement shall not be considered to be a dismissal.

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

ARTICLE 14 - TECHNOLOGICAL CHANGE

14.01 If the Employer decides to abolish a position covered by this Agreement as a result of the introduction of major innovative change in equipment or technology used by it in its operations, the Employer shall give the Guild at least four (4) months' notice. During this period, the parties shall meet to discuss ways and means of reducing the impact of such change.

14.02 No full-time employee who has five (5) or more years of seniority shall be laid off as a result of the introduction of such change for a period of time equivalent to one-half (1/2) his length of continuous service at the time of the introduction of the change unless he has declined to accept an offer of alternative employment at a salary equal to or greater than his basic salary.

14.03 If a full-time employee is laid off as a result of the introduction of such change, he shall be entitled to receive **severance** pay in the amount of one (1) week's basic salary for each completed six (6) months of continuous service or major fraction thereof with a minimum of three (3) weeks up to a maximum of fifty-two (52) weeks. Such **severance** pay shall be paid on the same basis as set out in Article 13 of this Agreement.

14.04 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 place of an employee who has less seniority than him. In that case, the maximum amount of **severance** pay payable under Section 14.03 of this Article shall be fifty-two (52) weeks.

14.05 No severance pay shall be payable if abolition of a position can be accomplished through resignation, retirement, permanent disability or death of a regular member of the staff.

ARTICLE 15 - BASIC SALARIES

15.01 It is the established policy of the Employer to grant discretionary increases in the basic salaries of employees based upon individual merit and performance. Accordingly, the basic salaries set out in Schedule "A" attached to this Agreement are minimum basic salaries. It is agreed that the Employer may continue its policy of granting discretionary increases.

Increases for any employee receiving a total salary greater than the highest basic salary for his classification.

15.02 An employee who on December 31, 1989, is receiving merit pay so that his total salary is above the highest basic salary for his classification will, effective January 1, 1990, receive an increase in his total salary of an amount not less than the dollar difference between the highest basic salary and the new basic salary effective January 1, 1990, for that classification.

15.03 When a full time employee is permanently promoted to a higher classification, previous time worked in that classification as a result of temporary promotions for one (1) week or more shall be credited to the employee for the purpose of calculating basic salary.

15.04 If a new job classification is established by The Employer, or the Employer enters a new field of **endeavor** which entails creation of jobs within the bargaining unit, it shall promptly notify The Guild of same and the rate of pay and the name of any individual hired to fill the job. If the rate of pay is not agreed to by The Guild, it may meet with The Employer within twenty-one (21) days of such notification and **endeavor** to negotiate a mutually satisfactory rate. Any change agreed to shall be retroactive to the date the employee began work in the new classification or job.

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SCHEDULE "A"

EDITORIAL

Jan. 1, 1989

Jan. 1, 1990

Group 1 - Assistant Chief of Bureau

Flat	\$995.86	\$1055.61
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Group 2 - News Editor, Picture Editor, Audio Supervisor, Cable Supervisor

Flat	\$921.76	\$977.07
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Group 3 - Reporter Editor, National Photographer, Editorial Translator

Start	\$548.70	\$581.62
1 year	606.30	642.68
2 years	663.89	703.73
3 years	726.99	770.61
4 years		834.57
5 years	866.92	918.94

Group 4 - Darkroom Technician/Photographer, Artist, Commercial Translator

Start	\$503.86	\$534.10
1 year	555.65	588.99
2 years	600.95	637.00
3 years	659.20	698.75
4 years	691.59	733.09
5 years	734.73	778.81

Group 5 - Darkroom Technician, Librarian

Start	\$460.89	\$488.54
1 year	513.00	543.78
2 years	573.45	607.85
3 years	641.95	680.47

Group 6 - Salesperson

Start	\$447.50	\$474.35
1 year	493.00	522.58
2 years	546.08	578.85
3 years	597.74	633.61

Group 7 - Picture Librarian

Start	\$425.23	\$450.74
1 year	449.93	476.92
2 years	482.83	511.80
3 years	513.18	543.97

Jan. 1, 1989

Jan. 1, 1990

Editorial

Group 8 - TV Lister

Start	\$365.75	\$387.70
1 year	395.93	419.69
2 years	426.11	451.68
3 years	458.98	486.52

Group 9 - Editorial Assistant, Audio Control Operator, Library Assistant, Stockroom Clerk, Mail Clerk

start	\$351.75	\$372.85
1 year	383.25	406.24
2 years	420.00	445.20

Group 10 - Messenger

Flat	\$335.49	\$355.62
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BUSINESS OFFICE

Group 1 - Senior Accountant

Flat	\$837.42	\$887.87
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Group 2 - Accountant

start	\$500.17	\$530.18
1 year	552.30	585.44
2 years	615.36	652.29
3 years	662.02	701.74
4 years	711.41	754.09
5 years	758.04	803.52

Group 3 - Senior Accounting Clerk

Flat	\$651.65	\$690.75
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Group 4 - Accounting Clerk

Start	\$442.57	\$469.12
1 year	472.71	501.07
2 years	505.66	536.00
3 years	535.83	567.98
4 years	568.75	602.88
5 years	598.92	634.86

Group 5 - Secretary

Start	\$379.50	\$402.22
1 year	426.11	451.68
2 years	472.72	501.08
3 years	522.11	553.44

Jan. 1, 1989

Jan. 1, 1990

Business Office

Group 6 - Typist, Switchboard Operator

Start	\$365.75	\$387.70
year	395.93	419.69
2 years	426.11	451.68
3 years	458.98	486.52

Group 7 - Duplicating Machine Operator

Start	\$335.55	\$355.68
1 year	363.00	384.78
2 years	395.93	419.69
3 years	426.11	451.68

Group 8 - Office Junior

Flat	\$335.49	\$355.62
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ARTICLE 16 - HOURS OF WORK AND OVERTIME

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16.01 The normal work week for employees is thirty-five (35) hours, and in the case of scheduled employees the normal work week day is seven (7) hours.

16.02 Overtime premium will be one and one half (1 1/2) times an employee's basic salary or compensating time and one-half off with basic salary, at the option of the employee. Any such time off will be taken at a time mutually agreeable between the employee and the employee's Bureau Chief or department supervisor. Commencing with time owing accumulated on or after January 1, 1989, the employee will be notified of any outstanding time owing accumulated since the previous January 1 on December 31 of each year. That time must be taken by December 31 of the following year or will be paid in cash at the rate applicable when it was earned.

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16.03 (a) The Employer will post work schedules of days and hours in each bureau for employees working at or out of the bureau, and whose normal work week is not averaged, three (3) weeks in advance of the week for which they apply.

- (b) Work schedules may be changed subject to the requirements of operations provided that the affected employee has been consulted and the Employer has taken into consideration the wishes of the employee.
- (c) The Employer shall arrange its work schedules so that an employee does not have to work day shifts, night shifts and overnight shifts in the same week. The Employer will **endeavor** to schedule within the week all day shifts, all night shifts and all overnights consecutively.
- (d) The Employer will continue its efforts to schedule consecutive days off while taking into consideration the requirements and efficiency of operations and the wishes of the employees concerned.
- (e) Work schedules shall provide for at least a twelve (12) hour interval following the completion of any regularly scheduled shift before the start of the next regularly scheduled shift.
- (f) The scheduled starting time for an employee following a scheduled day off or two scheduled days off shall be at least nine (9) hours later than the completion time of his last scheduled shift prior to the time off.
- (g) No employee shall be scheduled to work more than seven consecutive days.

16.04 A scheduled employee shall receive overtime premium for time worked by him in excess of the normal work week or work day.

16.05 An employee who is required to work on a scheduled day off shall receive overtime premium for work performed that day. If an employee is required to work a second scheduled day off in a week, or a second consecutive scheduled day off, he shall receive two (2) times his basic salary for work performed by him on that day. In either case, the minimum payment will be four (4) hours pay at the appropriate premium rate.

16.06 The hours of work for Assistant Chiefs of Bureau, News Editors, Picture Editors, Voice Supervisors, National Photographers outside Ottawa and Montreal, employees working as Staff Correspondents or at Provincial legislatures, other than in Quebec City, and employees working as National Writers will be averaged over a period of four (4) weeks.

16.07 An employee working averaged work weeks will receive overtime premium for time worked in excess of thirty-five (35) hours multiplied by four (4), subject to the provisions of the Canada Labour Code and the Collective Agreement.

16.08 An employee working averaged work weeks shall be entitled to holiday pay in accordance with Article 18, meal allowance as defined in Article 25, and shift differential in accordance with Article 12 for each week in which the employee works seven (7) or more hours between 7:00 p.m. and 6:00 a.m.

16.09 An employee who is required to report for work and does so on a call back shall receive a minimum of four (4) hours pay at the appropriate premium rate.

16.10 There shall be no duplication or pyramiding of overtime premiums or any other premiums under this Agreement.

16.11 For the purpose of this Agreement, "week" or "calendar week" shall mean a period of seven (7) days commencing Sunday at 12:01 A.M.

16.12 The averaging provisions of Sections 16.06, 16.07 and 16.08 of the Agreement, shall be suspended for employees assigned to full-time election coverage during an election campaign or when assigned for at least one day to perform work which is not normally averaged.

ARTICLE 17 - VACATIONS

17.01 For the purposes of this Article, each vacation year shall begin on May 1 and end on April 30 of the following year, and a week of vacation shall mean seven (7) consecutive days including Saturdays, Sundays and Holidays. April 30 of any year shall be the date for determining an employee's entitlement to a vacation and vacation pay for the following vacation year.

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17.02 An employee with less than one (1) year of continuous service as of April 30 in any year shall be entitled to vacation of one and one-quarter (1 1/4) days for each completed full month of service to be taken in the following vacation year.

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17.03 An employee with one (1) year or more but less than five (5) years of continuous service as of April 30 in any year shall be entitled to a vacation of three (3) weeks to be taken in the following vacation year.

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17.04 An employee with five (5) years or more but less than thirteen (13) years of continuous service as of April 30, 1989, shall be entitled to a vacation of four (4) weeks to be taken in the following vacation year.

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An employee with five (5) years or more but less than twelve (12) years of continuous service as of April 30, 1990, shall be entitled to a vacation of four (4) weeks to be taken in the following vacation year.

17.05 An employee with thirteen (13) years or more but less than twenty-five (25) years of continuous service as of April 30, 1989, shall be entitled to a vacation of five (5) weeks to be taken in the following vacation year.

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An employee with twelve (12) years or more but less than twenty-five (25) years of continuous service as of April 30, 1990, shall be entitled to a vacation of five (5) weeks to be taken in the following vacation year.

17.06 An employee with twenty-five (25) years or more continuous service as of April 30 in any year shall be entitled to a vacation of six (6) weeks to be taken in the following vacation year.

17.07 An employee who completes five (5), thirteen (13) or twenty-five (25) years of continuous service during a vacation year shall receive an additional vacation entitlement that vacation year based on the date on which he completes the sixth (6th) or thirteenth (13th) or twenty-fifth (25th) year of continuous service. If that date falls in May, June or July, he will receive four (4) additional days of vacation; if the date falls in August, September or October, he will receive three (3) additional days; if it falls in November, December or January, he will receive two (2) additional days; and in February or March one (1) additional day of vacation. In this Section, 17.07, the reference to thirteen (13) years changes to twelve (12) in 1990.

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17.08 An employee who qualifies for three (3) weeks of vacation or more shall be entitled to take at least two (2) weeks of the vacation consecutively but may be required to take any additional weeks at other times during the vacation year.

17.09 An employee shall take his vacation during the vacation year in which he is entitled to a vacation at such time as the Employer finds most suitable, considering in each Bureau the employee's seniority, his wishes and the efficiency and requirements of operations.. Vacation dates may be changed by the Employer when it considers it necessary for its operations. Employees in Bureaus shall inform the Employer of their vacation wishes by March 1 in order that a vacation schedule may be posted by April 1.

17.10 Each employee will be paid his basic salary for each week or part thereof of vacation entitlement, plus shift differential whenever an employee has received the differential for a minimum of six (6) months during the twelve (12) months immediately prior to the vacation cutoff date. Upon termination, retirement, or death, an employee or his estate as the case may be, will receive all vacation pay owed to him for vacation earned in the previous vacation year in addition to vacation pay accrued for time worked in the current vacation year.

17.11 In order to receive his full vacation entitlement an employee shall have worked at least ten (10) months during the applicable vacation year. If the employee has worked less than the ten (10) months, he shall receive vacation and vacation pay on a pro-rata basis, taking into consideration the length of time actually worked.

17.12 The above Sections of this Article apply to full-time employees only.. A part-time or temporary employee shall receive annual vacation pay in accordance with the provisions of the Canada Labour Code. However, a temporary employee who becomes a full-time employee shall receive vacation on the basis of one and one-quarter (1 1/4) days for each completed full month of service as a temporary.

ARTICLE 18 -- RECOGNIZED HOLIDAYS

18.01 The following holidays are recognized under this Agreement:

New Year's Day
Good Friday
Victoria Day
Dominion Day
Labour Day

Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

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Employees regularly employed in Ontario, Manitoba and Alberta shall receive Civic Holiday (the first Monday in August) and employees regularly employed in the province of Quebec shall receive St. Jean Baptiste Day (National Holiday) in place of Remembrance Day as a **recognized** holiday.

Each full-time employee shall receive one **(1)** additional **recognized** holiday during each year of operation of this Agreement, to be taken on a day to be agreed on between the employee and his Bureau Chief.

18.02 An employee shall receive holiday pay in accordance with Section 18.03 of this Article, provided he will not be paid if:

- (a) he has been absent from work on either his last scheduled work day before or his first scheduled work day after such holiday; or
- (b) he has failed to work such holiday when scheduled to work; or
- (c) he is on leave of absence on the day of the holiday.

An employee will receive holiday pay if he is absent on any of the above days in (a) and (b) and provides a reason satisfactory to the Employer. Notwithstanding, an employee who has not worked in the thirty **(30)** day period immediately preceding a **recognized** holiday will not be entitled to holiday pay.

18.03 For the purposes of Section 18.02, holiday pay shall be as follows:

- (a) If a **recognized** holiday occurs on what would otherwise have been an employee's scheduled work day and the employee is not required to work on that day, the employee shall receive basic salary for that day.

- (b) If a **recognized** holiday occurs on an employee's scheduled day off, the employee is entitled to receive a lieu day off with pay. If such a day off is not scheduled the employee shall receive a premium in the amount of one and one-half (1 1/2) times the employee's basic salary for a day in addition to basic salary for the week.
- (c) If an employee works on a **recognized** holiday, the employee shall receive a premium of one-half (1/2) times basic salary and a lieu day off with pay. If such a day off is not scheduled, the employee shall receive a further premium in the amount of one and one-half (1 1/2) times the employee's basic salary for a day in addition to basic salary for the week.

18.04 The Employer will **endeavor** to take into consideration the wishes of affected employees in the scheduling of lieu days.

18.05 The premiums set out in Section 18.03 will normally be paid in cash unless otherwise agreed between the employee and the Employer.

18.06 If a **recognized** holiday occurs during an employee's vacation, he shall receive an extra day of vacation with vacation pay at his basic salary, an extra day's pay or an extra day off at a time mutually agreeable between the employee and his Bureau Chief.

18.07 Notwithstanding anything to the contrary contained herein, if an employee works on Christmas Day, he shall receive two and one-half (2 1/2) times his basic salary for such work. If an employee does not work on Christmas Day but works the night shift on Christmas Eve, he shall receive two and one-half (2 1/2) times his basic salary for such work, but shall not be entitled to any holiday pay for work performed on Christmas Day. This arrangement shall also apply to New Year's Eve and New Year's Day.

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18.08 An employee who is called in to work on a **recognized** holiday shall receive a minimum of seven (7) hours pay at the appropriate premium rate:

18.09 The above Sections apply to full-time and temporary employees only. Part-time employees required to work on a **recognized** holiday shall be entitled to two and one-half (2 1/2) times basic salary for the day.

ARTICLE 19 - EMPLOYEE-EMPLOYER COMMITTEE

19.01 The parties will establish an Employee-Employer Committee consisting of three (3) employees appointed by the Guild and three (3) persons appointed by the Employer.

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19.02 This Committee shall meet periodically at agreed upon times to discuss matters of mutual concern, such as safety and health conditions at the places of work and shift arrangements in Bureaus. Representatives of each party shall exchange written agendas of the matters to be discussed at least one (1) week prior to the date of any such meeting.

ARTICLE 20 - SAFETY, HEALTH AND ENVIRONMENT

20.01 The Employer and the Guild acknowledge their common concern for maintaining a safe and healthy working environment. To this end, a Safety, Health and Environment Committee shall be established comprising three (3) persons appointed by the Employer and three (3) employees appointed by the Guild.

20.02 The Safety, Health and Environment Committee shall meet two (2) times a year, or more frequently if necessary at agreed to times for the purpose of exchanging and discussing information on safety, health and environment and considering specific safety and health problems at each location within the

operation of the Employer. The Committee shall be given the opportunity of reviewing any proposed remodelling changes in areas where employees are regularly working. The Committee may make recommendations concerning matters discussed including lighting, furniture, maintenance, shields and the use of government agencies to test equipment for radiation emission.

20.03 Each party shall designate one of its appointees as co-chairperson and the co-chairpersons shall prepare an agenda for submission to all other members of the Committee at least fourteen (14) days prior to any scheduled meeting.

20.04 The Employer shall pay all reasonable expenses of employees attending Committee meetings including travel expenses and such employees shall receive their regular salaries for time lost from scheduled work for attending these meetings. 3-2

20.05 The Committee shall recommend suitable agreed upon arrangements for ophthalmological examination of employees regularly working on VDTs including ophthalmological testing procedures recommended for persons using VDTs. The Committee will encourage all employees to take the examination annually. Such employees will receive their regular salaries for the time lost from scheduled work for this purpose. 67B-1

20.06 A pregnant employee who normally works on VDTs may request that she not be assigned to VDT work while she is pregnant. In that case she will be assigned to other work which she is able and qualified to do after a training period of one (1) week provided that the Employer has such work reasonably available. If not reassigned, the employee may take a leave of absence without pay until she begins maternity leave. 3-1

20.07 The Employer shall pay for special corrective eye glasses required by a full-time employee, on the recommendation of an ophthalmologist, for the specific and exclusive purpose of using a VDT or similiar equipment.

ARTICLE 21 - INFORMATION

21.01 The Employer shall supply the Guild Treasurer once every six (6) months with a list containing the following information for each employee in the bargaining unit:

- (a) name, address, date of birth and social insurance number;
- (b) date of hiring; and
- (c) classification in the bargaining unit.

21.02 Within two (2) weeks after the hiring of a new employee, the Employer shall furnish the Guild Treasurer in writing with the data specified in the above Section of this Article.

21.03 The Employer shall advise the Guild Treasurer in writing of the basic salary of any new employee.

21.04 The Employer shall notify the **Guild** Treasurer in writing of the name of any employee covered by this Agreement who is promoted to a position outside the bargaining unit.

ARTICLE 22 - STUDY COURSES

22.01 The Employer shall contribute up to fifty per cent (50%) of the cost of study courses approved by it that directly increase an employee's work qualifications. Each request for such assistance is considered on its merits.

On French or English courses located in Canada or Saint Pierre and **Miquelon**, subject to advance approval of the course by the Employer, the Employer will pay fifty per cent (50%) of the cost of the course at the start and the balance when the course is successfully completed. An employee who fails to complete the course shall reimburse the Employer. In the event that the approved course is a full-time immersion course over a period of weeks, the

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Employer will provide the attending employee a leave of absence with pay at this basic salary for one-half (1/2) the length of such course. If any such course is located elsewhere, the Employer shall not be obliged to pay any part of the cost of such course but will pay the basic salary of the attending employee for one-half (1/2) the length of such course up to a maximum of four (4) weeks of basic salary.

ARTICLE 23 - AUTOMOBILES

23.01 Any employee **authorized** to use his automobile while on assignment out of the office shall be compensated for the use of his automobile at the rate of thirty-eight (38) cents a mile (23.6 cents a kilometre) for **authorized** use with a minimum of six dollars (\$6.00) for each day of use. This payment will be adjusted each January 1 to match the per-mile cost of operating an average car in Canada as determined by the Canadian Automobile Association. Regardless of the CAA figure, the compensation rate cannot be reduced.

ARTICLE 24 - LEGAL COUNSEL

24.01 Any employee who, as a result of performing **authorized** work in the normal course of his duties is sued, charged under a Federal or Provincial statute or subpoenaed as a witness, will, upon his request, be provided with legal counsel selected and paid for by the Employer and shall not suffer loss of wages, benefits or employee status as a result thereof. The employee shall be notified immediately upon any such action being taken and the employer shall not enter into any settlement before consulting with the employee.

ARTICLE 25 - BULLETIN BOARDS

25.01 The Employer shall provide a bulletin board, or boards if necessary, suitably located in all bureaus for the use of the Guild. These bulletin boards will not be used for posting inflammatory or derogatory material.

ARTICLE 26 - MEAL ALLOWANCE

26.01 If an employee working at a Bureau is requested to continue to work for three (3) or more hours beyond his regularly scheduled hours, he shall be entitled to a meal allowance of up to Seven Dollars and Fifty Cents (\$7.50). Receipts shall not be required.

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ARTICLE 27 - OUTSIDE ACTIVITIES

27.01 The Employer agrees that it will continue its present policy and practice with respect to outside writing, speaking and activities by employees.

ARTICLE 28 - WORKING TEMPORARILY IN HIGHER CLASSIFICATIONS

28.01 An employee temporarily assigned to work one (1) shift or more in a higher classification or in a position excluded from the bargaining unit shall receive for each day worked at least the minimum basic daily salary in the classification next higher than the employee's regular classification. Such minimum shall not be less than four (4) dollars a shift above the employee's regular salary. An employee temporarily assigned to the position of Bureau Chief shall receive ten per cent (10%) above his regular daily salary. The consent of an employee shall not be required in the case of a temporary transfer or promotion to a position excluded from the bargaining unit.

ARTICLE 29 - PENSIONS

29.01 The Employer shall continue the present pension plan during the term of this Agreement.

ARTICLE 30 - TRANSPORTATION WHEN PUBLIC SERVICES NOT AVAILABLE

30.01 The Employer shall continue its present policy and practice with respect to transportation when public services are not available.

ARTICLE 31 - PART-TIME AND TEMPORARY EMPLOYEES

31.01 For the purpose of this Agreement a part-time employee shall mean one who works regularly less than twenty-nine (29) hours a week. A part-time employee shall be paid on an hourly basis at least equivalent to the hourly rate for the weekly minimum basic salary provided for in this Agreement. The following Articles of this Agreement shall not apply to part-time employees: Articles 6, 7, 10, 13, 14, and 16. A part-time employee is entitled to overtime in accordance with the provisions of Article 16 and work schedules shall provide for at least a twelve (12) hour interval following the completion of any scheduled shift before the start of the next scheduled shift. The Employer will consider part-time employees for vacation-relief positions in the Bureau where they work before filling such positions.

31.02 For the purpose of this Agreement 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. A temporary employee shall be paid not less than the weekly basic minimum salary provided for in this Agreement. The following Articles of the Agreement shall not apply to temporary employees: Articles 6, 7, 13, and 14. However, it is agreed by both parties that the long term disability provisions of Article 10 of this Agreement do not apply to temporary employees.

31.03 Part-time and temporary employees shall not be hired for the purpose of eliminating full-time employees. The employer may discharge a part-time or temporary employee for any reason and that discharge shall not be made the subject of a grievance.

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31.04 If a part-time or temporary employee is taken on by the Employer as a full-time employee in a similar job in the same classification, the period of time worked as a part-time or temporary employee shall be deducted **from** the probationary period up to a maximum of two (2) months. Any time spent as a part-time or temporary employee shall be credited to the employee for the purpose of calculating basic salary.

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31.05 A temporary employee shall be notified in writing of the job classification, salary level and expected termination date. This shall constitute proper notice of termination unless the termination date is advanced by more than seven (7) days. In that case, the temporary employee shall receive at least ten (10) working days' notice or pay in lieu of notice. Copies of the above notifications shall be sent to the Guild.

31.06 Part-time employees who are regularly scheduled to work twenty (20) or more hours a week shall be eligible to participate in the following benefit plans:

1. The present provincial government hospital and medical insurance plan existing in each province;
2. The major medical insurance plan;
3. The life insurance plan;
4. The dental plans.

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For such part-time employees, the company will pay a pro-rated portion of the required premium cost paid by the part-time employee.

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31.07 The minimum basic salary under Schedule "A" for a part-time or temporary employee will, where applicable, take into consideration accumulated service on a pro-rated basis. For this purpose, the Employer shall keep a record of days worked by part-time and temporary employees and such records shall be made available to the Guild on request.

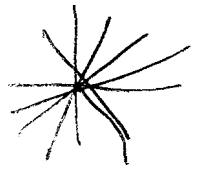
ARTICLE 32 - PROCEDURE FOR HANDLING CORRECTIONS, BYLINES AND LETTERS OF COMPLAINT

32.01 The Employer shall continue its policy with respect to corrections, bylines and letters of complaint.

When major substantive changes or corrections are made to a staffer's original copy, the Employer shall make reasonable attempts to consult with the employee before first transmission of that copy, bearing in mind that speed always is of the essence in news dissemination.

32.02 Staffers shall be allowed to remove their bylines, up to the point of first transmission, in cases where major substantive changes or corrections are made by the desk.

32.03 An employee whose work is mentioned in a letter of complaint to the Employer shall be informed of the letter and consulted before any reply is made.



ARTICLE 33 - TERMINATION

33.01 This Agreement shall become effective on the 24th day of May 1989, and terminate at the completion of Dec. 31, 1990. Within ninety (90) days but not less than thirty (30) days immediately prior to the termination of this Agreement, the Employer or the Guild may initiate negotiations for a renewal of this agreement. DATED at Toronto, Ontario this 25th day of August, 1989.

FOR THE GUILD

FOR THE EMPLOYER

Dan Dugas

Keith Kincaid

Andre Larocque

Donald Jarrett

Maggie Marwah

Darlene Rude

Richard Van Abbe

David Gersovitz

LETTERS OF UNDERSTANDING
To the Canadian Wire Service Guild

This will confirm our understanding with respect to scheduling and hours of work.

Both parties **recognize** that because **CP-BN** is a national news agency **operating** seven days a week and, in some areas, **24** hours a day, scheduling of staff can be **difficult**.

However, persons responsible for scheduling should continue to work to produce schedules that are acceptable to as many of **their** staffers as possible **while** meeting operational requirements.

In bureaus and departments where the staff want a study of scheduling in their area to see whether improvements can be made, a committee of four persons will be formed including two staffers selected by the Guild, from the area concerned, the schedulers and a person selected by the Employer.

The committee, with input from affected staff, will attempt to draw up a schedule that is more acceptable to staff than the current schedule but still meets operational requirements.

The **committee** may consider **modifying** the work week to provide for a three **(3)** or four **(4)** day work week without any **reduction** or increase in hours. **It** is understood that such a work week cannot be introduced without the approval of the Employer, the Guild and two-thirds of the employees involved. Any such arrangement can be cancelled by either party upon giving of four **(4)** weeks' written notice to the other.

Yours **very** truly,
Norman **Graham**
Manager of Employee Relations

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This confirms that the long-term disability plan referred to in Article 10.01 **will** provide to eligible employees **65** per cent of the salary they were receiving when they went on sick leave.

This will apply to all staffers who went on sick leave after June 1, 1986.

Previously, the disability plan provided benefits equal to **60** per cent of salary.

Yours **very** truly,
Norman **Graham**
Manager of Employee Relations

This will confirm our understanding with respect to written **disciplinary** expressions of dissatisfaction concerning an employee's work and **conduct**. Any **employee in receipt** of such an expression has a right to respond in writing and **such** response **will** be placed in the employee's file.

In addition, an employee may review his or her status file at any time in the presence of a supervisor and submit for inclusion in the material relating to the employee's knowledge or skills.

Yours **very** truly,
Norman **Graham**
Manager of Employee Relations

Re: Article 1 -- Coverage

This will confirm our agreement with respect to the inclusion in the bargaining unit of the following currently excluded positions:

1. Secretary to the Ottawa Bureau Chief
2. Secretary to the Halifax Bureau Chief

This will also confirm our agreement to exclude from the **bargaining** unit the currently included position of Secretary to the Managing **Editor**.

Notwithstanding the foregoing, the present incumbents in each of the three positions will be allowed to maintain their current status of exclusion or **inclusion** in the bargaining unit for as long as they continue to **occupy** their position. For this **purpose**, each incumbent will be **given** until Aug. 1, 1989, to advise the **Employer** and the Guild in writing of **their** decision. **Failing** receipt of that **advice**, the employee will be presumed to have accepted the new status agreed to in **this** letter.

Those incumbents are:

Secretary to the Managing Editor -- Heather Gibson;

Secretary to the Bureau Chief, Ottawa -- Lee Freeman;

Secretary to the Bureau Chief, Halifax -- Kim Weir.

Yours **ve** truly,
Norman **raham**
Manager of Employee Relations

This will confirm that persons hired as **reporter-editors** in Editorial Group 3 of Schedule "A" (**Article 15**), a position often involving translation work, shall not be **required** to move into the Group 3 job **classification** of editorial translator.

Yours **very** truly,
Norman **Graham**
Manager of Employee Relations

Re: Part-time and Temporary Accumulation Service

This will advise **you** that for the purpose of Section **31.07** of the collective agreement, the **Employer** will credit all present part-time and temporary employees with all time worked in part-time and temporary employment with the Employer.

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The calculation of this **past** accumulated service will be completed **within** six weeks of ratification of the new collective **agreement** and each employee will be advised in unity, with a copy to the Guild, of the amount of his/her past accumulated service. If **any employee** does not agree with the amount, it will be reviewed with the **Employer** if the employee requests a review **within 30** days of receiving notification.

Yours **very** truly,
Norman **Graham**
Manager of Employee Relations

(end)