

# Agreement

THE CANADIAN PRESS AND  
BROADCAST NEWS LIMITED

and

CANADIAN MEDIA GUILD

June 30, 1998- December 31, 2000



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THIS AGREEMENT entered into this thirtieth day of June, 1998:

BETWEEN:

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

- a n d -

**CANADIAN MEDIA 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 Chief Financial Officer; the Vice-President, French Services; the Vice-President, Marketing and Communications; the Vice-President, Broadcasting; the Editor-in-Chief; the Executive Editor, Member Relations and Editorial Services; the CP Senior Supervising Editor; the Chief of Picture Service; the Bureau Chiefs; the Deputy Bureau Chiefs (3); the BN Manager, National Sales and Marketing; the BN Business Manager; the BN General Executives (3); the NTR Supervising Editor; the BN News Director; the BN Deputy News Director; the BN Supervising Editor; the CP General Executive; the Senior Main Desker; the World Editor; the Business Editor; the Sports Editor; the Main Deskers (4); the Manager, Online Services; the Chief of Service in French; the Assistant Chief of Service in French; the Manager of Employee Relations; the Staff Benefits Manager; the Chief Accountant; the Office Manager; the Administration Executive; the Support Services Manager; the Office Services Supervisor; the Manager of Sales and Marketing; the Manager, Canapress Photo Services; the Commercial Business Manager; the Chief of the TV Listing Service; the Manager of Communications; the Communications Executive; the Communications Manager, French Services; the Systems and Development Co-ordinator, French Services; the Man-

ager, Network Operations; the Technical Services Supervisor; the Systems Supervisor; the Software Development Manager; the Communications Sales Manager; the Customer Service Supervisor; the Regional Communications Supervisors (4); the Secretary to the Chief Executive; the Secretaries to the Vice-Presidents; the Secretary to Chief Financial Officer; the Secretary to the Editorial Managers and the Secretary to the Manager of Employee Relations.

**1.02** The Employer shall have the right to change the title of any excluded position. The Employer will notify the Guild in writing within (7) days of the change being made.

**1.03** The Employer shall notify the Guild in writing of the creation of any new excluded position. Such notification will be within seven (7) days of its creation. Within seven (7) days of the Guild being notified, the parties shall meet and if they fail to agree on the exclusion, the Guild shall not have the right to grieve under this Agreement but may refer the matter of the individual exclusion to the Canada Labor Relations Board.

## **ARTICLE 2 - DUES DEDUCTION**

**2.01** The employer shall deduct all Guild dues from the salaries of each employee each pay period.

**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, the employee shall discuss it with his or her supervisor with twenty-one (21) days of the occurrence or origination of the circumstances giving rise to the grievance in order to give his or her supervisor an opportunity of adjusting the grievance. The discussion shall be between the employee and the supervisor but each party may elect to have another person in attendance. The supervisor's response to the grievance shall be within seven (7) days after the discussion with the employee. For the purpose of this Article, supervisor shall mean the employee's Bureau Chief or Department Head or a person designated by the Bureau Chief or Department Head.

**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 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 designate may have such assistance at the meeting as the Bureau Chief 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 designate, present the grievance in writing to the Manager of Employee Relations. The Manager of Employee Relations or 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 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 Chairperson. The notice of the party referring the decision to arbitration shall contain the name of its appointee to the Arbitration Board. The recipient of notice shall within fifteen (15) days advise the other party of the name of its appointee. The parties shall agree upon one of the following eight persons as Chairperson within fifteen (15) days of the date referral to arbitration is received:



- 1 Ross Kennedy
- 2 Don Carter
- 3 Innis Christie
- 4 Paula Knopf
- 5 Owen Shime
- 6 Pamela Picher
- 7 Kevin Burkett
- 8 Howard Brown

The chairperson for a specific grievance will be selected as follows:

For each arbitration, names will be taken from the list in groups of three. The Employer and the Guild shall each pick one name from the group of three and then will simultaneously exchange names. If the names exchanged are the same, that arbitrator will hear the case. If the names are different, the arbitrator not selected by either party will hear the case, unless the parties agree otherwise.

For the first arbitration, the first three names on the list will be used. For subsequent arbitrations, the next three names will be used. After the eighth name has been used as part of a list of three, the first name on the list will be used again and then the other names used again in order.

Names on the list may be changed provided both parties agree.

For arbitrations to be held in French, the parties will agree upon a Chairperson. If they fail to do so within 15 days of the date the referral to arbitration is received, 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 of allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employees 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 Chairperson 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 designate, to the Guild within twenty-one (21) 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 twenty-one (21) 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 or the suspension of an employee or a disciplinary letter to 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**

**6.01** An employee will be considered on probation until he or she 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 the person:

- (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
- (f) fails to notify the Employer of his or her 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 or her 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 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.

6.05 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.

6.06 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 endeavor to give greater notice. Within seven (7) days of the Guild being notified, the Employer shall meet the Guild in connection with the layoff. At the meeting, the Employer will provide the Guild with the maximum number of employees the Employer contemplates laying off in each classification at each location and the current seniority list. In addition, during the period from when the Guild is notified until all the layoffs covered by the notice take effect, 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.

6.07 (a) An employee may elect prior to being laid off, subject to the determination of the Employer described in Section 6.04 of this Article, to bump the Employee with the lowest seniority in the same classification or, if unable to do so, to bump the employee with the lowest seniority in a lower classification in the Bureau where the electing employee is working.

(b) In the event the employee to be laid off is unable to bump anyone in the same classification in his or her bureau and he or she has five (5) or more years of seniority, the employee may, subject to the determination of the Employer described in Section 6.04 of this Article, elect one of the following options:

- (i) Bump the employee, whose job has language requirements which the bumping employee can satisfy, in the same classification with the lowest seniority in the Company who is working in another bureau; or
- (ii) Bump the employee, whose job has language requirements which the bumping employee can satisfy, in the same classification with the lowest seniority in the company who is working in a bureau other than the bureau indicated in (b) (i) above; this option to apply only if the employee to be bumped has less than five years of seniority; or
- (iii) Bump the employee with the lowest seniority in a lower classification in the bureau where the electing employee is working, or if unable to do so;
- (iv) Bump the employee, whose job has language requirements which the bumping employee can satisfy, in a lower classification with the lowest seniority in the Company who is working in another bureau.

(c) There may only be one bump within a classification as a result of an individual layoff, except as provided in subsection (e) of this Section. In no case can an employee bump an employee working in a non-bureau city. For the purpose of this Agreement, it is under-

stood that Bureaus are currently located in the following cities: Halifax, Quebec, Montreal, Ottawa, Toronto, Edmonton and Vancouver.

(d) If a laid off employee with five (5) or more years of seniority bumps an employee in another bureau under Article 6.07 (b) (i) or (iv) the Employer will pay the laid off employee a moving allowance of \$3,000. Receipts shall not be required.

(e) In the case of a layoff of an employee in a non-bureau city, the employee in the non-bureau city shall have the bumping rights described in Section 6.07 and the employee's "bureau" shall be the bureau to which the employee reports. If an employee in a non-bureau city bumps into the bureau to which he or she reports, the Employer shall pay such reasonable transfer expenses as have been approved by it in advance. The employee bumped shall have the bumping rights described in Section 6.07. In no case can an employee bump an employee not working in a bureau.

(f) An employee planning to bump another employee must notify the Employer and the Guild at least seven (7) calendar days before the layoff is scheduled to take effect.

(g) During a period when a layoff notice is in effect, the Employer will offer existing and new temporary jobs covered by this Agreement to those who received layoff notice in accordance with the following procedure:

The Employer will first offer the available jobs, in order of seniority, to those in similar jobs in the same classification in the same location, and if there are no such employees then to those who received notice and are in the same classification and the same location as the temporary jobs, except in cases where the Employer determines that the requirements of operations and qualifications, knowledge, training, skill and ability of the individuals to fill the requirements of the job require otherwise.

An employee who accepts a temporary job will remain a permanent employee until he or she qualifies for a permanent position or

until the temporary job ends, At that time the employee will be laid off without a further notice period.

(h) During a period when a layoff notice is in effect, an employee facing layoff may propose to the Employer that he or she bump a part-time employee. Where the Employer agrees, the part-time employee shall be released. Each such request shall be considered on its merits.

(i) For the purposes of this Article, 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.

(j) 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 salary paid to the employee.

(k) An employee who bumps into a lower classification shall be paid the top basic salary for that classification.

6.08 (a) 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 to their previous classification, a lower classification or any other classification in which the person has completed the probationary period or to which the person has been permanently promoted. Such persons shall be rehired in order of their seniority except in 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 recall rights for failing to accept a recall to a position outside the city from which he or she was laid off or to a position in a classification other than his or her previous classification. Employees who have within the past twenty-four (24) months bumped other employees covered by this Agreement will be considered on the rehiring list for the purposes of Section 6.08 (a).

(b) Notice of recall to a person shall be good and sufficient notice if delivered by courier to the last address the person has com-



**municated**, in writing, to the Employer. A copy of the notice shall be sent to the Guild.

(c) When hiring for temporary or part-time jobs covered by the Agreement when laid-off persons are on the rehiring list, the Employer will first offer the jobs, in order of seniority, to those who were in similar jobs in the same classification in the same location as the temporary or part-time jobs, and if there are no such employees then to those who were in the same classification and the same location as the temporary or part-time jobs, except in cases where the Employer determines that the requirements of operations and qualifications, knowledge, training, skill and ability of the individuals to fill the requirements of the job require otherwise. A laid-off person's acceptance or rejection of temporary or part-time work shall have no effect on his or her right to be recalled to a permanent position.

6.09 (a) 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.

(b) 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 9, 10 and 11 and in Business Category 7, 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.

(c) 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.

(d) 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.

(e) In addition to employees in staff correspondent cities, BN reporters in Quebec City and BN English-language reporters in Montreal, will, for the purpose of transfer only, be considered employees in staff correspondent cities. This paragraph will not apply to employees assigned to the positions listed prior to Jan. 1, 1996.

(f) To employees transferred under Articles 6.09 (c), (d) and (e), the Employer shall pay such reasonable expenses related to the transfer as have been approved in advance of the transfer.

6.10 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. Any employee who applies for a staff opening will be granted an interview unless the employee has had an interview in the preceding six months.

6.11 Nothing in this Agreement shall preclude the transfer of an individual excluded from the bargaining unit to a position where he or she is included in the bargaining unit, or the promotion of an employee in the bargaining unit to a position where he or she is excluded from the bargaining unit, if the employee has consented to such transfer or promo-

tion. 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 designate for leave of absence without pay. The Employer will give each request due consideration based on its merits and the requirements of operations. For the purpose of this article, the Employer shall not exercise its judgment in an arbitrary fashion.

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 or she held at the time he or she began such leave provided the employee 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.

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.

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.

7.09 A paternity leave of absence of three (3) days shall be granted on any three consecutive days within seven (7) calendar days of the date of birth or adoption. 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.

7.10 If an employee legally adopts a child under the school age or in other special adoption circumstances acceptable to the Employer and the employee remains at home to care for the child, the employee (or employees) will be paid for a maximum total of six (6) weeks of such leave at the regular rate of pay provided such leave begins within eight (8) weeks of the day the child comes into the employee's care.

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

#### **ARTICLE 8 - BEREAVEMENT LEAVE**

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 or her immediate family. Where any such day occurs on a regularly scheduled working day for the employee, he or she shall be paid on the basis of the standard number of hours which the employee 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 or her 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 or her 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 or she shall be paid on the basis provided for in Article 8.01.

#### **ARTICLE 9 -JURY DUTY**

9.01 Should an employee be required on his or her 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 Commis-

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

#### **ARTICLE 10 - INSURANCE PREMIUMS**

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.

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. In the case of Communications employees, they shall be covered for life insurance of three times annual salary to a maximum of \$100,000. The Employer shall pay the premiums on \$60,000 of the insurance and the employee shall pay the premium on the remaining amount.

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 eighty per cent (80%) of approved dental costs and the employee will pay twenty per cent (20%) of such costs. In the case of Communication employees, the Employer shall pay one hundred per cent (100%) of the required premiums for a Blue Cross No. 9 or equivalent dental plan. The employees shall pay one hundred per cent (100%) of the

required premiums for 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 eighty per cent (80%) of approved dental costs and the employee will pay twenty per cent (20%) of such costs. All plans will be based on the 1998 Ontario Dental Association Schedule of Fees for Dental Services provided by dental practitioners. The Employer agrees to pay one hundred per cent (100%) of the cost to upgrade the benefit from the 1996 ODA schedule to the 1998 ODA schedule.

10.04 The Employer shall pay one hundred per cent (100%) of the required premiums for employees eligible for coverage under a group vision plan providing one hundred and seventy dollars (\$170) for lenses once every twenty-four (24) months. The Employer shall pay the cost of eye examinations once every twelve (12) months for employees in provinces where eye examinations are not covered by provincial medical plans.

**10.05** The Employer shall pay one hundred per cent (100%) of the required premiums for employee eligible for coverage under the present long-term disability plan which provides employees with 65 per cent (65%) of the salary they were receiving when they went on sick leave.

10.06 The Employer shall continue to pay premiums for insurance coverage in this article for employees during any maternity leave and/or child-care leave of absence including adoption leave.

10.07 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 shall be eligible to receive his or her basic salary for a period of up to one-quarter (1/4) his or her length of continuous service or the first fifteen (15) weeks, whichever is greater.

- (b) a full-time employee with two (2) years or more of continuous service shall be eligible to receive his or her basic salary for the first six months followed by payment of the difference between long-term disability benefits and his or her basic salary for the next six months.
- (c) a temporary or part-time employee shall be eligible to receive up to one week of his or her basic salary for each week of continuous service up to a maximum of 15 weeks. 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.

**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** 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 or her return to work, the sick leave will be considered a continuation of the previous sick leave.

**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.

**11.05** If an employee is required to provide the Employer with a doctor's certificate for any reason, the Employer shall, upon receiving the doctor's invoice, pay the standard cost of obtaining the certificate.

#### **ARTICLE 12 - SHIFT DIFFERENTIAL**

**12.01** An employee shall be paid a shift differential in the amount of seven per cent (7%) of his or her basic salary if during a work week the employee works one (1) or more regularly scheduled night or over-



night shifts which include work between the hours of 7:00 p.m. and 6:00 a.m.

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 an out-of-town assignment lasting two (2) overnights 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 willful misconduct, the Employer shall give the employee 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 or her, 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 four (4) 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 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 or she was entitled to, shall, if the individual becomes entitled to severance pay again, have deducted from his or her continuous service six (6) complete months for each week of severance pay previously paid to him or her. 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 including adoption leave 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 or her length of continuous service at the time of the introduction of the change unless the employee has declined to accept an offer of alternative employment at a salary equal to or greater than his or her basic salary.

14.03 If a full-time employee is laid off as a result of the introduction of such change, he or she 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 four (4) 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 or her. 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.

14.06 No equipment technician covered by this agreement who has two (2) years or more seniority at November 1, 1979, shall be dismissed because of technological developments unless he has first been offered and declined alternative employment at a wage not less than his wage in the position being eliminated. Such alternative employment, offered under the normal bidding procedure, may be in his own or another location.

14.07 If any other full-time Communications employee has his or her position abolished as a result of introduction of such change, the Employer and the union shall try to arrange for the affected employee to accept alternative employment in a vacant bargaining unit job in

the employee's bureau for which the employee possesses the qualifications, knowledge, skill and ability to fill the requirements of the job.

#### **ARTICLE 1.5 - 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.

15.02 An employee who on December 31, 1997, is receiving merit pay so that his or her total salary is above the highest basic salary for his classification will, effective January 1, 1998, receive an increase in his or her total salary of an amount not less than the dollar difference between the highest basic salary and the new basic salary effective January 1, 1998, 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.

SCHEDULE "A"

EDITORIAL

	Jan. 1/98	Jan.1/99	Jan. 1/00	July 1/00
<b>Group 1 — News Editor, Picture Editor</b>				
Flat	\$1,236.00	\$1,260.72	\$1,279.63	\$1,305.22
<b>Group 2 — Assistant Chief of Bureau, Life-Entertainment Editor, Senior Features Editor, PN Supervising Editor, Audio Supervisor</b>				
Flat	\$1,222.82	\$1,247.27	\$1,265.98	\$1,291.30
<b>Group 3 — Reporter-Editor, National Photographer, Foreign Correspondent</b>				
Start	\$660.48	\$673.69	\$683.79	\$697.47
1 year	\$729.81	\$744.40	\$755.57	\$770.68
2 years	\$799.14	\$815.12	\$827.35	\$843.89
3 years	\$875.09	\$892.59	\$905.98	\$924.10
4 years	\$947.71	\$966.67	\$981.17	\$1,000.79
5 years	\$1,064.49	\$1,085.78	\$1,102.07	\$1,124.11
<b>Group 4 — National Account Executive</b>				
Start	\$628.30	\$640.87	\$650.48	\$663.49
1 year	\$710.70	\$724.91	\$735.79	\$750.50
2 years	\$782.80	\$798.46	\$810.43	\$826.64
3 years	\$849.75	\$866.75	\$879.75	\$897.34
4 years	\$945.63	\$964.55	\$979.01	\$998.59
<b>Group 5 — Darkroom Technician/Photographer, Artist</b>				
Start	\$606.52	\$618.65	\$627.93	\$640.48
1 year	\$668.84	\$682.22	\$692.45	\$706.30
2 years	\$723.36	\$737.83	\$748.89	\$763.87
3 years	\$793.48	\$809.35	\$821.49	\$837.92
4 years	\$832.48	\$849.13	\$861.86	\$879.10
5 years	\$902.18	\$920.22	\$934.02	\$952.70

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	Jan. 1/98	Jan.1/99	Jan. 1/00	July 1/00
<b>Group 6 — Darkroom Technician, Librarian</b>				
Start	\$554.78	\$565.87	\$574.36	\$585.85
1 year	\$617.51	\$629.86	\$639.30	\$652.09
2 years	\$690.25	\$704.06	\$714.62	\$728.91
3 years	\$788.25	\$804.01	\$816.07	\$832.40
<b>Group 7— Salesperson</b>				
Start	\$538.66	\$549.43	\$557.67	\$568.83
1 year	\$593.42	\$605.29	\$614.37	\$626.66
2 years	\$657.33	\$670.47	\$680.53	\$694.14
3 years	\$733.98	\$748.66	\$759.89	\$775.09
<b>Group 8 — TV Lister</b>				
Start	\$457.30	\$466.45	\$473.44	\$482.91
1 year	\$493.62	\$503.49	\$511.04	\$521.26
2 years	\$529.95	\$540.54	\$548.65	\$559.63
3 years	\$580.96	\$592.58	\$601.47	\$613.50
<b>Group 9 — Editorial Assistant, Audio Control Operator</b>				
Start	\$440.43	\$449.24	\$455.98	\$465.09
1 year	\$478.35	\$487.92	\$495.24	\$505.14
2 years	\$533.10	\$543.76	\$551.92	\$562.95
3 years	\$584.60	\$596.29	\$605.24	\$617.34
<b>Group 10 — Library Assistant, Stockroom Clerk, Mail Clerk</b>				
Start	\$423.40	\$431.87	\$438.35	\$447.12
1 year	\$461.32	\$470.54	\$477.60	\$487.15
2 years	\$515.71	\$526.02	\$533.92	\$544.59
<b>Group 11 — Messenger</b>				
Flat	\$411.95	\$420.19	\$426.49	\$435.02

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**BUSINESS OFFICE****Group 1 — Senior Accountant**

Flat	\$998.56	\$1,018.53	\$1,033.81	\$1,054.49
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	Jan. 1/98	Jan.1/99	Jan. 1/00	July 1/00
<b>Group 2 — Accountant</b>				
Start	\$602.06	\$614.10	\$623.31	\$635.77
1 year	\$664.81	\$678.11	\$688.28	\$702.05
2 years	\$740.72	\$755.54	\$766.87	\$782.21
3 years	\$796.88	\$812.82	\$825.01	\$841.51
4 years	\$856.32	\$873.45	\$886.55	\$904.28
5 years	\$930.79	\$949.41	\$963.65	\$982.92
<b>Group 3 — Senior Accounting Clerk</b>				
Flat	\$800.17	\$816.17	\$828.41	\$844.98
<b>Group 4 — Accounting Clerk</b>				
Start	\$532.72	\$543.37	\$551.52	\$562.55
1 year	\$569.00	\$580.38	\$589.09	\$600.87
2 years	\$608.67	\$620.84	\$630.15	\$642.76
3 years	\$644.99	\$657.89	\$667.75	\$681.11
4 years	\$684.62	\$698.31	\$708.79	\$722.96
5 years	\$735.42	\$750.13	\$761.38	\$776.61
<b>Group 5 — Office Co-ordinator</b>				
Start	\$515.00	\$525.30	\$533.18	\$543.84
1 year	\$576.80	\$588.34	\$597.16	\$609.10
2 years	\$638.00	\$650.76	\$660.52	\$673.73
3 years	\$721.00	\$735.42	\$746.45	\$761.38
<b>Group 6 — Typist, Switchboard Operator, Duplicating Machine Operator</b>				
Start	\$440.26	\$449.07	\$455.80	\$464.92
1 year	\$476.59	\$486.12	\$493.41	\$503.28
2 years	\$512.92	\$523.18	\$531.03	\$541.65
3 years	\$563.59	\$574.86	\$583.48	\$595.15
<b>Group 7 — Office Junior</b>				
Flat	\$411.95	\$420.19	\$426.49	\$435.02

Jan. 1/98      Jan.1/99      Jan. 1/00      July 1/00

**COMMUNICATIONS**

**Group 1 — Audio Network Supervisor, Network Supervisor,  
Database Administrator**

Flat      \$1,108.50      \$1,130.67      \$1,147.63      \$1,170.58

**Group 2 — Shop Supervisor**

Flat      \$1,076.97      \$1,098.51      \$1,114.98      \$1,137.28

**Group 3 — Area Supervisor, Assistant Systems Supervisor,  
Senior Software Specialist, Technician Specialist**

Start      \$844.60      \$861.49      \$874.41      \$891.90

1 year      \$937.30      \$956.05      \$970.39      \$989.79

2 years      \$1,034.94      \$1,055.64      \$1,071.48      \$1,092.91

**Group 4 — Programmer**

Start      \$793.10      \$808.96      \$821.10      \$837.52

1 year      \$860.05      \$877.25      \$890.41      \$908.22

2 years      \$1,003.43      \$1,023.49      \$1,038.85      \$1,059.62

**Group 4a — Programmer Trainee**

Flat      \$609.41      \$621.60      \$630.92      \$643.54

**Group 5 — Equipment Technician,  
Technical Support Co-ordinator**

Start      \$653.71      \$666.78      \$676.79      \$690.32

1 year      \$823.36      \$839.83      \$852.43      \$869.47

2 years      \$910.90      \$929.12      \$943.06      \$961.92

3 years      \$959.01      \$978.19      \$992.87      \$1,012.72

\*Discretionary \$987.11      \$1,006.85      \$1,021.96      \$1,042.39

**Group 6 — Service Representative**

Start      \$566.20      \$577.53      \$586.19      \$597.91

1 year      \$593.17      \$605.03      \$614.11      \$626.39

2 years      \$653.08      \$666.14      \$676.14      \$689.66

3 years      \$718.98      \$733.36      \$744.36      \$759.25

4 years      \$800.67      \$816.68      \$828.93      \$845.51



	<b>Jan. 1/98</b>	<b>Jan.1/99</b>	<b>Jan. 1/00</b>	<b>July 1/00</b>
<b>Group 7 — Communications Clerk</b>				
Start	\$479.33	\$488.92	\$496.25	\$506.18
1 year	\$539.24	\$550.02	\$558.27	\$569.44
2 years	\$593.17	\$605.03	\$614.11	\$626.39
3 years	\$647.10	\$660.04	\$669.94	\$683.34
4 years	\$721.22	\$735.64	\$746.68	\$761.61
<b>Group 8 — Installer</b>				
Start	\$458.01	\$467.17	\$474.18	\$483.66
1 year	\$529.96	\$540.55	\$548.66	\$559.64
2 years	\$582.31	\$593.96	\$602.87	\$614.92
3 years	\$634.66	\$647.35	\$657.06	\$670.20
4 years	\$700.79	\$714.81	\$725.53	\$740.04
<b>Group 9 — Shipper/Receiver</b>				
Start	\$471.27	\$480.69	\$487.90	\$497.66
1 year	\$511.01	\$521.23	\$529.05	\$539.63
2 years	\$556.04	\$567.16	\$575.66	\$587.18

## ARTICLE 16 - HOURS OF WORK AND OVERTIME

### EDITORIAL/OFFICE

**16.01** The normal work week for employees is thirty-five (35) hours and in the case of scheduled employees the normal work day is seven (7) hours falling within a maximum period of eight (8) consecutive 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 of basic salary, at the option of the employee. Whenever an employee has accumulated overtime equivalent to 105 hours of time off, such employee shall only be entitled to accumulate additional compensating time with the consent of the Employer. Any such time off will be taken at a time mutually agreeable between the employee and the employee's Bureau Chief or department supervisor. The employee will be notified of any outstanding time owing as of 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.

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. For the purposes of this clause, employees whose scheduled hours extend later than 7 p.m. shall be considered night employees. Employees whose scheduled hours of duty begin from 9:00 p.m. to 6:00 a.m. shall be considered overnight employees.

(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 or she 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, Audio Supervisors, National Photographers outside Ottawa, Montreal, and Toronto, 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 26, 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 00:01 Monday.

**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.

**16.13** All time travelling on assignment authorized by the Employer shall be considered as time worked for the purposes of this Agreement.

## **ARTICLE 16 - HOURS OF WORK AND OVERTIME**

### **COMMUNICATIONS**

**16.14** Hours of duty and working hours shall be computed as follows:

- (a) The work week shall be 35 hours by day or by night (including rest periods but not including lunch periods).
- (b) A maximum five-day week will be observed. The Company agrees to discuss with the Union as expeditiously as reasonably possible the feasibility of implementing a four-day week of 35 hours on an experimental basis at one or more bureaus, with the

understanding that cost of operation shall not thereby be increased and that efficiency of operation shall not thereby be impaired.

- (c) Except in the case of an experimental four-day week as provided above, regular hours of duty shall not exceed seven hours 40 minutes by day or by night and shall include 40 minutes for lunch and two 15-minute rest periods.
- (d) Subject to variation of 15 minutes, the first rest period shall be given two hours after reporting for duty; the final rest period two hours after the lunch period. Subject to variation of one-half hour, the lunch period shall be given three hours 45 minutes after reporting for duty. If an employee is kept on overtime, additional rest and lunch periods shall be given at two- and four-hour intervals, respectively, thereafter.
- (e) No shift shall be split. Employees whose hours of duty begin earlier than 6 a.m. or extend later than 7 p.m. shall be considered night employees.
- (f) The Employer will post weekly lineups three (3) weeks in advance of the period they cover. However, it may occasionally be necessary to change such lineups to meet the requirements of the service. Any such change made less than four (4) days before the period the lineup covers will be made only with the consent of the employee(s) involved.
- (g) The Employer agrees that there should be an interval of at least twelve (12) hours between the end of a shift and the start of the next. However, there will be cases where the interval is less than twelve (12) hours in order to meet exigencies of the service during periods of staff shortage, particularly those caused by illness.

**16.15** All overtime for extra duty in excess of regular hours shall be paid for at the rate of time-and-one-half of the total of basic wage, and night differential where applicable, except that double time will be paid to the following:

- (a) Day employees reporting before 7 a.m.

- (b) Day employees on a five-day week who work Sunday when it is a scheduled day off, or who work on their second day off in any calendar week when Sunday is a working day.

(For the purpose of this agreement, "week" or "calendar week" shall mean a period of seven (7) days commencing 00:01 Monday.)

- (c) Night employees on a five-day week who work Saturday when it is a scheduled night off, or who work on their second night off in any calendar week when Saturday is a working night.

(Saturday, or the second night off, shall be taken to mean the 24-hour period beginning four hours after the scheduled end of an employee's preceding shift.)

- (d) For purposes of this clause, an employee who works three (3) or more day shifts in any calendar week shall be classified as a day employee and an employee who works three (3) or more night shifts in any calendar week shall be classified as a night employee.

**16.16** (a) Overtime shall be equally divided as far as possible among regular employees desiring it, seniority to govern selection of hours. The Company may on occasion require an employee to work overtime when employee qualifications or other circumstances make such action necessary. In requiring overtime to be worked, the Company shall consider the convenience and wishes of the employee. In applying this clause, the Company agrees not to exercise its judgment in an arbitrary fashion. Overtime shall be paid as follows:

For less than 10 minutes, 15 minutes payment.

For 10 to 15 minutes, 15 minutes payment.

For 16 to 30 minutes, 30 minutes payment.

For 31 to 45 minutes, 45 minutes payment.

For 46 to 60 minutes, 60 minutes payment.

- (b) 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.

(c) An employee may, at his or her option, elect to take compensating time off in lieu of overtime. However, when the employee has accumulated overtime equivalent to 105 hours of time off, the manner in which future overtime is credited will be at the option of the Employer. Any such compensating time off will correspond to the rate at which it was earned and shall be taken at a time convenient to the employee and the employee's supervisor. The employee will be notified of any outstanding time owing as of 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.

(d) An employee may elect on the basis of seniority to select which posted weekly schedule in his or her classification and work area he or she will work except in cases where the Employer determines that the requirements of operations and the knowledge, experience and skills of the individuals to fill the requirements of all scheduled positions in the department requires otherwise.

**16.17** For the purpose of this Agreement, "week" or "calendar week" shall mean a period of seven (7) days commencing 00:01 Monday.

**16.18** All time travelling on assignment authorized by the Employer shall be considered as time worked for the purposes of this agreement.

#### **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.

**17.02** An employee with less than one (1) year of continuous serv-

ice 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.

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.

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

17.05 An employee with twelve (12) years or more but less than twenty-four (24) years of continuous service as of April 30 in any year shall be entitled to a vacation of five (5) weeks to be taken in the following vacation year.

17.06 An employee with twenty-four (24) 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), twelve (12) or twenty-four (24) years of continuous service during a vacation year shall receive an additional vacation entitlement that vacation year based on the date on which he or she completes the sixth (6<sup>th</sup>) or twelfth (12<sup>th</sup>) or twenty-fourth (24<sup>th</sup>) year of continuous service. If that date falls in May, June or July, the employee will receive four (4) additional days of vacation; if the date falls in August, September or October, the employee will receive three (3) additional days; if it falls in November, December or January, the employee will receive two (2) additional days; and in February or March one (1) additional day of vacation.

17.08 An employee who qualifies for three (3) or four (4) weeks of vacation or more shall be entitled to take at least two (2) weeks of the vacation consecutively. An employee who qualifies for five (5) weeks



of vacation shall be entitled to take at least three (3) weeks of the vacation consecutively. An employee who qualifies for six (6) weeks of vacation shall be entitled to take at least four (4) weeks of the vacation consecutively. Employees may be required to take any additional weeks at other times during the vacation year.

17.09 (a) An employee shall take his or her vacation during the vacation year in which the employee is entitled to a vacation at such time as the Employer finds most suitable, considering in each Bureau the employee's seniority, his or her wishes and the efficiency and requirements of operations. Vacation dates may be changed by the Employer when it considers it necessary for its operations.

(b) The Employer shall, prior to February 1 of each year, post a list of the vacation entitlement in the next vacation year beginning May 1 for each employee in the bureau. 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.

(c) When posted vacation dates are changed, the Employer shall compensate the employee for non-recoverable travel costs incurred by the employee and immediate family provided the employee notified the Employer of such costs when told of the change. Receipts must be provided. Any change of vacation dates shall involve the entire period of vacation scheduled in which the change occurs unless the employee consents to change a portion of the scheduled vacation.

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 or her estate as the case may be, will receive all vacation pay owed to him or her 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 or her 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 or she shall receive vacation and vacation pay on a pro-rata basis, taking into consideration the length of time actually worked. Time spent on a maternity leave or a combination of maternity and child-care leave to a maximum of six (6) months for each such leave shall be considered service time with the Employer in compiling vacation entitlement.

**17.12** The above sections of this Article shall 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 Labor Code. However, a part-time employee who has worked more than 1,750 hours without any termination of employment shall receive annual vacation pay of six per cent of basic salary. A temporary employee who has become 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.

**17.13** If serious illness or disabling injury interrupts an employee's vacation for at least five (5) days within a vacation week, such days will be considered sick leave on presentation of medical evidence satisfactory to the Employer. The vacation days will be rescheduled within the current vacation year. This clause applies to full-time, temporary and part-time employees.

#### **ARTICLE 18 - RECOGNIZED HOLIDAYS**

**18.01** The following holidays are recognized under this Agreement:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labor Day	

Employees regularly employed in Ontario, Manitoba, Saskatchewan 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 in place of Remembrance Day as a recognized holiday.

Each full-time employee shall receive two (2) additional recognized holidays during each year of operation of this Agreement, to be taken on days to be agreed on between the employee and his or her supervisor.

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

- (a) he or she 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 or she has failed to work such holiday when scheduled to work; or
- (c) he or she is on leave of absence on the day of the holiday.

An employee will receive holiday pay if he or she 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 or she shall receive an extra day of vacation with vacation pay at his basic salary, an extra day's pay computed at time and a half 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 or she 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, the employee 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.

**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 employ-

ees 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.

**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 ergonomics, air quality, temperature, 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.

**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.

**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.

**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 similar equipment.

#### **ARTICLE 21 - INFORMATION**

**21.01** The Employer, on a quarterly basis, shall provide to the Guild a list containing the following information for all employees covered by this agreement.

- (a) name, address, telephone number, gender, date of birth and social insurance number;

- (b) date of most recent hiring, current classification and current status (full-time, full-time working reduced hours, temporary, part-time, summer intern or on leave);
- (c) current base salary;
- (d) permanent and temporary reclassifications and transfers during the three-month period;
- (e) retirements, resignations and deaths during the three-month period.

21.02 The Employer will provide the Guild, at the same time it provides the monthly dues list under Article 2.02, a list of employees who have left staff in the past month and, in the case of permanent, full-time employees, whether the Employer plans, at the time, to fill those positions with a full-time hiring.

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.

21.05 The Employer shall notify the Guild Treasurer by July 15 of each year of the names of all individuals employed by the Company who are excluded under Article 1 of this Agreement as well as their current job title and title in Article 1 under which they are excluded.

21.06 The Employer shall supply the Guild every January and July with a list showing the amount of overtime paid in cash each month to each employee in the previous six months. In addition, the Employer shall supply the Guild on the same dates with lists showing the amount of time owing in lieu of overtime each employee has accumulated and used in each month.

#### **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 em-

ployee's work qualifications. Each request for such assistance is considered on its merits and shall not be arbitrarily withheld.

For French or English courses located in Canada or **Saint-Pierre-Miquelon**, subject to advance approval of the course by the Employer, the Employer will pay one hundred (100%) of the cost of the tuition and required textbooks. 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 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.

**22.02** Technicians may indicate in writing to their Department Head or designate their desire to receive training courses in equipment serviced by employees.

### **ARTICLE 23 -AUTOMOBILES**

**23.01** Any employee authorized to use his or her automobile while on assignment out of the office shall be compensated for use of the automobile at the rate of 40.9 cents a kilometre for authorized use with a minimum \$6.50 a day for each day of use. The payment will be adjusted each Jan. 1 to match the per-kilometre cost of operating an average car in Canada as determined by the Canadian Automobile Association. Regardless of the CAA figure, the compensation amount cannot be reduced.

**23.02** The Employer shall notify the Guild of any changes to the automobile expense payments in Article 23.01.

**23.03** Employees on overnight, out-of-town assignment shall be entitled to single room accommodation with shower and/or bath facilities, if available.



23.04 The Employer agrees that it will continue its present policy and practice with respect to expenses claimed by Communications employees on out-of-town assignments.

#### **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 or her 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 or she shall be entitled to a meal allowance of up to nine dollars (\$9) without receipts or more than nine dollars (\$9) provided receipts are submitted.

**26.02** A technician or installer called upon to perform duties over a normal meal period at a location exceeding ten (10) kilometres from the employee's regular place of employment, or a closer location approved by the Employer, shall be entitled to a meal allowance of nine dollars (\$9) without receipts or more than nine dollars (\$9) if receipts are submitted.

**26.03** The Employer reserves the right to refuse to pay any meal allowance in excess of nine dollars (\$9) if, in its opinion, the amount claimed is unreasonable.

#### **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 at least half a shift or more in a higher classification shall receive for each day or partial day worked at least the minimum basic daily salary in the higher classification. Such minimum shall not be less than four (4) dollars a shift above the employee's regular salary.

**28.02** An employee temporarily assigned to work in the position of Bureau Chief shall receive 10 per cent (10%) above his or her regular daily salary.

**28.03** An employee temporarily assigned to the position of Communications Supervisor shall receive extra payment of \$50 weekly. An employee temporarily assigned to the position of Technical Services Supervisor shall receive ten per cent (10%) above his or her regular salary with a minimum of \$60 a week.

**28.04** An employee temporarily assigned to work half a shift or more in a position excluded from the bargaining unit, other than those listed in Articles 28.02 and 28.03, shall receive for each day or partial day at least the minimum basic salary next higher than the employee's regular classification. Such minimum shall not be less than ten (10) dollars a shift above the employee's regular salary.

**28.05** 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 Canadian Press/Broadcast News Ltd. Pension Plan for Employees Represented by the Canadian Media Guild during the term of this agreement.

**29.02** The Employer agrees it shall not cause an actuarial valuation to be filed in accordance with the Pensions Benefits Standards Act (1985) or the Income Tax Act at any time prior to Dec. 31, 2000, unless otherwise required by law including the one required as of Dec. 31, 1998.

#### **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 EMPLOYEES**

**31.01** For the purposes of this agreement, a part-time employee shall mean one who works regularly twenty-eight (28) hours or less in a week.

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

**31.03** The following articles of the agreement shall not apply to part-time employees: Articles 6, 10, 13, 14 and 16. Any payments made to part-time employees under Article 7 -Leave of Absence will be prorated and based on the average number of weekly hours worked by the employee in the thirteen (13) weeks prior to the leave. 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.

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

**31.05** Notwithstanding the provisions of Article 3 1.04, the following applies to part-time employees who have worked a total of 1,000 hours without any termination of employment other than a layoff and recall within six months. Except when work is not available or in circumstances beyond the control of the Employer, these part-time employees shall not be discharged by the Employer except for just cause.

**31.06** The minimum basic salary under Schedule "A" 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 notified by the Employer and moved to the next salary level in the classification. By February 1 of each year, the Employer will advise each part-time employee, who is not at the top salary level in his or her classification, in writing of the total number of hours worked from the date of the last salary upgrade (or, in the case of a new employee, from the date of hire) to December 31 of the previous year. If the employee does not agree with the total, the employee, upon his or her request, and the Employer will meet to review the documentation within thirty (30) days of receiving notification.

**31.07** If a part-time 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 employee shall be deducted from the probationary period up to a maximum of two months.

31.08 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.

31.09 Part-time employees who regularly 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.

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

31.10 In filling a full-time vacancy, any part-time employee applicant shall be considered and shall be granted an interview unless the employee has had an interview in the past six (6) months.

31.11 In cases where the Employer plans to create a new part-time position, the Employer shall notify the Guild in writing of the reasons for the new position at least 21 days prior to the filling of the position.

31.12 Part-time employees who have worked 1,000 hours or more without any termination of employment will have seniority based on hours worked for the purpose of any layoff or recall of part-time employees.

The Employer shall lay off part-time employees with seniority in the inverse order of their seniority ranking within their classification and at the location where the layoff is occurring, 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.

**31.13** For the purposes of recall, the Employer shall maintain a rehiring list of laid-off part-time employees and when hiring for part-time jobs shall first rehire persons from the list to their previous classification and location. Such persons shall be rehired in order of their seniority except in cases where the Employer 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. A laid-off part-timer remains on the list for six months from the date of layoff.

**31.14** The layoff and recall provisions of Articles 31.12 and 31.13 do not supersede the rights of full-time employees under Article 6.

**31.15** The Guild and a part-time employee with seniority will receive four weeks' notice of layoff. A layoff occurs when a part-time employee with seniority is given a Record of Employment and is advised that no future work is anticipated for the employee. If a part-time employee with seniority is laid off, the Employer shall pay him or her, as severance pay, one week's basic salary for every completed 875 hours of work or major fraction thereof. Such severance pay will 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 the Employer. Reasonable terms shall be arranged if required by the employee.

An individual who is recalled to work after having received some or all of the severance pay he or she was entitled to shall, if the individual becomes entitled to severance pay again, have deducted from his or her service 875 hours for each week of severance pay previously paid to him or her. This adjustment in service shall be made only for the purpose of calculating entitlement to severance pay.

There shall be no duplication or pyramiding of severance pay or

termination pay under the provisions of the Canada Labor Code. If termination pay is required under the Canada Labor Code, the amount of severance pay payable under this Article shall be reduced by the amount of such termination pay.

#### **ARTICLE 32 - TEMPORARY EMPLOYEES**

**32.01** 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 except in cases where the temporary employee is replacing a permanent employee on leave of more than six months as permitted under Article 7 and Article 11.

32.02 Temporary employees shall not be hired for the purpose of eliminating full-time employees. The Employer may discharge a temporary employee for any reason and that discharge shall not be made the subject of a grievance.

32.03 A temporary employee shall not be paid less than the weekly basic minimum salary provided for in this Agreement. The minimum basic salary for a temporary employee will, where applicable, take into consideration accumulated service on a pro-rated basis. The Employer shall keep records of days worked by temporary employees and such records shall be made available to the Guild on request.

32.04 In filling a temporary posting, including vacation relief positions, the Employer will first consider full-time and part-time employees who apply before considering applicants from outside the company. If such employees obtain temporary assignments, they can return to their previous position when the temporary period ends.

32.05 The temporary nature of the employment will be fully explained to a temporary employee.

32.06 A temporary employee shall be notified in writing of the job classification, salary level and an expected termination date. This shall constitute proper notice 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. Such notice is not required in cases where a part-time employee becomes a temporary employee for a period of four (4) consecutive weeks or less. Copies of the above notification will be sent to the Guild. In cases where a temporary employee is hired for an expected period greater than four (4) consecutive weeks, the Employer shall notify the Guild in writing of the reason for the temporary hiring.

**32.07** 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 the Agreement do not apply to temporary employees.

**32.08** If a 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 temporary employee shall be deducted from the probationary period up to a maximum of two (2) months. Any time spent as a temporary employee shall be credited to the employee for the purpose of calculating basic salary and vacation entitlement.

### **ARTICLE 33 - FOREIGN CORRESPONDENTS**

**33.01** The following articles of this agreement shall not apply to employee based outside of Canada: Articles 10, 12, 16 and 18. With respect to the matters contained in these Articles, the Employer shall continue its present policy and practice with regard to the hours of work and other working conditions of such employees.

### **ARTICLE 34 - SEXUAL HARASSMENT**

**34.01** The Employer and the Guild agree that employment-related sexual harassment will not be tolerated. In order to emphasize the importance of this principle, the policy dealing with sexual harassment will be given to each employee and posted in each bureau and correspondent point.



**ARTICLE 35 - TERMINATION**

**35.01** This Agreement shall become effective on the ~~thirtieth day of June, 1998, and terminate at the completion of Dec. 31, 2000. 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 thirtieth day of June, 1998.

FOR THE GUILD

Sandra Cordon  
Scott Edmonds  
John Lewandowski  
Jim Morris  
Colin Perkel  
Sylvia Strojek  
Sandra Laycock  
Kathy Viner

FOR THE EMPLOYER

Claude Papineau  
Paul Woods  
Norm Graham

**LETTERS OF UNDERSTANDING**  
**To the Canadian Wire Service Guild**

**RE: SCHEDULING (#1)**

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 local scheduling committee will be formed including 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 attempt to draw up a schedule that is more acceptable to staff than the current schedule but still meets operational requirements.

Either Guild or company representatives in a local committee can request that an issue discussed locally be referred to the National Scheduling Committee.

The National Scheduling Committee will consist of three (3) persons appointed by the Employer and three (3) persons appointed by the Guild, two (2) of whom shall be employees.

The Employer will pay all reasonable expenses of employees attending national committee meetings including travel expenses and such employees will receive their regular salaries for time lost from scheduled work for attending these meetings.

Yours very truly,  
Norm Graham  
Manager of Employee Relations

**RE: COMPRESSED WORK WEEKS (#2)**

The Employer will, upon request from an employee or group of employees, consider modifying the work-week to provide for a three- or four-day 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 (2/3) of the employees involved. Any such arrangement can be cancelled by either party upon giving of four (4) weeks' notice to the other.

Notwithstanding the provisions of Article 12, an employee working a three- or four-day week shall not qualify for night differential, unless in at least one of the three or four shifts, he or she is scheduled to work more than two hours between 7:00 p.m. and 6:00 a.m.

The turnaround provisions of 16.03 (f) shall not apply to employees scheduled to work three- or four-day weeks. The scheduled starting time for such an employee following one (1) or two (2) scheduled days off shall be at least seven (7) hours later than the completion time of the last scheduled shift prior to the time off.

An employee working a three- or four-day week shall be paid the applicable overtime rate if the employee works in excess of the new scheduled daily shift and in excess of thirty-five hours in a week. An employee on a three- or four-day week who is required to work on a scheduled day off shall receive overtime premium for work performed that day with the first and second scheduled days off paid at time and a half and the third and fourth scheduled day off paid at double time.

Yours very truly,  
Norm Graham  
Manager of Employee Relations

**RE: ALTERNATIVE WORK ARRANGEMENTS (#3)**

Alternative work arrangements are either two (2) full-time employees sharing a full-time job or a full-time employee temporarily working a reduced work-week.

Any two (2) full-time employees who have completed their probationary periods and are working in the same division (editorial or business office or communications) may apply to the Manager of Employee Relations to share one (1) of the full-time jobs. If the Employer and the Guild approve the application, employees will accumulate further seniority based on actual time worked sharing the job. Both employees have the right to return to full-time employment in their former jobs or, if not available, to another existing job(s) in the same classification and location.

A regular full-time employee who has completed at least two (2) years of consecutive full-time service with the Employer may apply to the Manager of Employee Relations to work less than 35 hours a week for a maximum of three (3) years. If the employer and Guild approve the application, the employee will retain his or her seniority and accumulate further seniority based on actual time worked while working reduced work-weeks. The employee has the right to return to full-time employment in his or her former job or, if not available, another existing job in the same classification and location.

Employees job sharing or working reduced work-weeks regularly working on average seventeen and one-half (17 1/2) or more hours a week are eligible to participate in the existing benefit plans. For such an employee, the Employer will pay a pro-rated portion of the required premium cost paid by the employee. The long-term disability plan will be based on the employee's salary as if he or she were working 35 hours per week. Vacation and sick leave shall be pro-rated based on actual time worked.

Either the employee(s) or the Employer can terminate the job-sharing arrangement or reduced work-week arrangement provided seven (7) weeks of written notice is given to the other party with a copy to the Guild.

All details of a job sharing or reduced work-week arrangement will be committed to writing and signed by the Employer, the Guild and the employee(s) involved prior to the commencement of the arrange-

ment. No such job sharing or reduced work-week arrangement shall exist without the knowledge and approval of the Guild.

Yours very truly,  
Norm Graham  
Manager of Employee Relations

**RE: EXPRESSIONS OF DISSATISFACTION (#4)**

This will confirm our understanding with respect to written expressions of dissatisfaction concerning an employee's work and conduct.

Supervisors should make reasonable attempts to talk to an employee before putting a disciplinary letter in the employee's file or taking other disciplinary action.

There might be occasions when the supervisor is unable to reach the employee to discuss the matter before taking action.

However, in the large majority of cases, it will be possible to discuss the incident with the employee fairly quickly and that is both the preferred and expected procedure.

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.

If a letter sent to an employee is placed in the employee's file, the employee will be notified in writing of the fact.

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 file material relating to the employee's knowledge and skill.

If an expression of dissatisfaction or any other disciplinary action taken against an employee is found to be unjustified, all references to such expression or action shall be removed from the employee's file.

Yours very truly,  
Norm Graham  
Manager of Employee Relations

**RE: PENSION PLAN (#5)**

This will confirm the continuing intention of the Employer to use pension surplus for the purpose of providing better pension benefits, subject to economic requirements.

If the Employer is required by law to cease making Employer contributions to the Pension Plan because of excess surplus in the Plan, the Board of Trustees of the Plan will meet for the purpose of agreeing on a method to reduce the surplus so that Employer contributions will continue.

The Employer will not withdraw pension surplus from the Pension Plan, subject to any rights it may have with respect to surplus pursuant to Section 16 of the Plan.

Yours very truly,  
Norm Graham  
Manager of Employee Relations

**RE: BENEFITS COMMITTEE (#6)**

The Consultative Committee on Staff Benefits, consisting of two (2) Employer Representatives and two (2) Guild representatives, at least one of whom shall be an employee, will meet at least three (3) times a year. It will review the cost and coverage of the life insurance plans, the major medical plan including long-term disability coverage and the dental plans. The Committee can make recommendations regarding changes to the plans.

In order to assist the Committee in the performance of its duties, the Employer and the Guild shall make available to the Committee for its sole and exclusive use such information in the possession of the Employer or the Guild as needed by the Committee. Any information so supplied shall be treated as private and confidential and will not be released to any person or party without the permission of the party who provided the information.

The Employer will pay all reasonable expenses of employees attending Committee meetings, including travel expenses, and such employees will receive their regular salaries for time lost from scheduled work for attending such meetings.

Yours very truly,  
Norm Graham  
Manager of Employee Relations

**RE: PERFORMANCE APPRAISALS (#7)**

The Employer will continue to maintain a performance appraisal system with the goal of providing on-going feedback to the employee throughout the year and a formal written appraisal once a year. The written appraisal will be discussed at a meeting between the employee and his or her supervisor.

It is understood that the employee has a key role in the process, working with his or her supervisor to ensure employer standards are met and to develop jointly with the supervisor the goals and objectives of the employee's career plan. The employee can provide to the employer in writing any comments on the appraisal which will be attached to it and become part of the appraisal file.

At least two months before written appraisal are prepared each year, two representatives of the Employer will arrange a meeting with two representatives selected by the Guild, at least one of whom must be an employee. The Guild representatives can review and make suggestions on the appraisal process, including the forms to be used and material to be provided to staff and supervisors about the process. Following the meeting, the Guild representatives will have one month to provide further suggestions to the Employer.

Yours very truly,  
Norm Graham  
Manager of Employee Relations

**RE: REPETITIVE STRAIN INJURIES (#8)**

This will confirm our understanding with respect to repetitive strain injuries.

The Safety, Health and Environment Committee has a mandate to continue monitoring and reporting on:

1. The magnitude of diagnosis and treatment requirements for employees.
2. The most appropriate prevention, diagnostic and treatment methods and facilities available to employees with the understanding that diagnosis and treatment must be from separate providers unless otherwise agreed by the committee.
3. Cost estimates for diagnosis and treatment and responsibility for payment.

In order to assist the committee in its performance of its duties, the Employer and the Guild shall make available to the Committee for its sole and exclusive use such information in the possession of the Employer or the Guild as needed by the Committee. Any information so provided shall be treated as private and confidential and will not be released to any person or party without permission of the party who supplied the information.

Any reports prepared by the Committee will be forwarded to the Employer and the Guild for consideration. The Committee will provide information to employees when it deems it necessary.

For each employee diagnosed with repetitive strain injury by a medical practitioner approved by the committee, the Employer will pay up to a maximum of \$1,000 annually for approved treatment either not paid for or in excess of amounts paid by provincial health insurance programs or existing insurances under the Collective Agreement.

Yours very truly,  
Norm Graham  
Manager of Employee Relations



**RE: OVERTIME ON ASSIGNMENTS (#9)**

The Employer may continue its current practice regarding out-of-town assignments lasting five (5) days or more. The Employer and the Guild agree to meet during the term of the Collective Agreement to review this practice and develop a procedure for such assignments in the future.

Yours very truly,  
Norm Graham  
Manager of Employee Relations

**RE: TRAINING COMMITTEE (#10)**

It is agreed that concerns of employees about training on company equipment should be discussed at the bureau level in an attempt to resolve any problems or to improve training.

If appropriate, meetings concerning training can be arranged at the local level.

The Employer and the Guild will create a national training committee consisting of three (3) persons appointed by the Guild and three (3) persons appointed by the Employer. The committee can be convened at the request of the Employer or the Guild and shall meet within thirty (30) days of the request being made. If the meeting is convened at the call of the Employer, it shall pay all reasonable expenses, including travel expenses, for these employees.

The committee shall discuss mutual concerns such as problems raised at the bureau level or introduction of new equipment and procedures.

The committee may make recommendations to management on training.

Yours very truly,  
Norm Graham  
Manager of Employee Relations

**RE: WINNIPEG (#11)**

Although Winnipeg is a non-bureau city, full-time employees based there as of February 1, 1994, cannot be transferred without their consent and an employee shall not be penalized for not giving his consent to a transfer. As of February 1, 1998, Scott Edmonds and Bruce Landrie were the sole employees in Winnipeg who were based there as of February, 1994.

Yours very truly,  
Norm Graham  
Manager of Employee Relations

**RE: PART-TIME EQUIPMENT TECHNICIANS (#12)**

The Employer and the Guild will maintain the agreement covering six part-time technicians during the term of this agreement with the following change:

**14. Time** travelling to a job site greater than twenty (20) kilometres from a technician's office location or to a job greater than twenty (20) kilometres from his home will be paid at the rate of nineteen dollars (\$19) an hour.

Yours very truly,  
Norman Graham  
Manager of Employee Relations

**RE: PART-TIME AND TEMPORARY EMPLOYEES (#13)**

The Employee-Employer Committee will meet within 90 days of the ratification of the Collective Agreement to discuss the company's use of part-time and temporary employees. At least one other committee meeting must be held before the end of 1998.

The committee will have a mandate to study and report on the reasons for the use of part-time and temporary employees in each area of

operation. The committee will also review, at the request of the Guild, the reasons for creating any new part-time position.

The Employer will provide the committee with information on every part-time and temporary employee including, but not limited to, number of hours worked, when worked and duties within their job classifications.

The committee's report will be sent to the Employer and the Guild for consideration. The report's recommendations can deal with any aspect of the use of part-timers and temporaries including, but not limited to, converting part-time hours into full-time jobs where operationally feasible.

The Employer and the Guild must respond to any recommendations in the report within 60 days of receiving the report.

In advance of the first committee meeting, the Employer agrees to hire two additional full-time audio control operators and one additional communications service representative in Toronto within six weeks of ratification of the Collective Agreement. This will be achieved by reducing the hours of part-time work in the affected areas.

Yours very truly,  
Norman Graham  
Manager of Employee Relations

**RE: SPECIAL COMMITTEE  
ON WORKING CONDITIONS (#14)**

The committee will meet within 90 days of the ratification of the Collective Agreement to discuss any aspects of working conditions the parties wish to discuss, including workload.

Senior managers of the Employer, including the President, and senior representatives of the Guild will attend the meeting. Subsequent meetings on the issues discussed at the first meeting might involve different management and/or Guild representatives depending on the work areas being reviewed.

All information brought to the committee by the parties will be analyzed.

Within six months of its first meeting, the committee will issue a report containing its findings and recommendations. The committee shall meet at least every six months to reviews matters arising out of the report and any new issues relating to working conditions.

Agenda items will be exchanged two weeks in advance of the first meeting.

The Employer will pay all reasonable expenses of employees attending Committee meetings, including travel expenses, and such employees will receive their regular salary for time lost from scheduled work for such meetings.

Yours very truly,  
Norman Graham  
Manager of Employee Relations