

# **Agreement**

**THE CANADIAN PRESS**

**and**

**CANADIAN MEDIA GUILD**

**Sept. 10, 2010 – Dec. 31, 2011**

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**THIS AGREEMENT entered into this 10th day of September, 2010:**

BETWEEN:

**THE CANADIAN PRESS**

(hereinafter referred to as the “Employer”)

— and —

**CANADIAN MEDIA GUILD,**

LOCAL 30213 OF THE NEWSPAPER GUILD/CWA

(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 President; the Chief Financial Officer; the Vice-President, French Services; the Vice-President, Broadcasting; the Editor-In-Chief; the Executive Editor, Member Relations And Editorial Services; the Executive Director, Picture Services; the Director of Information Technology; the Director of Sales and Marketing; the Director of Human Resources; the Director, Broadcast News and Information/Client Liaison; the Senior Supervising Editor; the Bureau Chiefs (6: Vancouver, Edmonton, Ontario, Ottawa, Montreal English, Halifax); the Deputy Bureau Chief (Ottawa); the Deputy Chief of Service in French; the Supervising Editor, Broadcast (English); the Supervising Editor, Broadcast (French); the Supervising Editor, Audio; the Director of News Photography; the Senior Main Desk Editor; the National Editor; the Business Editor; the Sports Editor; the Life-Health Editor; the Entertainment Editor; the Director of Online News; the Director of New Product Development; the Manager, Photo Assignments; the Business Manager, Broadcasting; the Manager, Satellite and Distribution; the Manager of Logistics; the Chief of TV Listing Service; the IT Executive; the Manager, Network Operations; the Technical Services Supervisor; the Manager, Audio Services and Technical Development; the Software Development Manager; the Customer Service Supervisor; the Regional Technical Supervisors (5: Halifax, Montreal, Ottawa, Edmonton, Vancouver); the Controller; the Support Services Manager; the Office Services Supervisor; the Staff Benefits Manager; the Regulatory Affairs Manager; the Administrative Assistants (6: President, French Services, Sales and Marketing, Broadcasting, Accounting, Human Resources).

**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 its creation. With 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 Industrial 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 Labour Code. The Guild agrees that during the term of this Agreement there will be no strike as defined by the Canada Labour 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 within 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 Director of Human Resources. The Director of Human Resources 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 Director of Human Resources 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 Director of Human Resources 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 Labour 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 Director of Human Resources 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 Director of Human Resources 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, other than a Programmer, 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** A Programmer will be considered on probation until he or she has completed six (6) months of continuous employment with the Employer. This period may be reduced at the Employer's sole discretion. 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.

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

**6.04** 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.

**6.05** 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.

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

**6.07** In the event of a layoff, the Employer shall give the Guild eight (8) weeks' notice and the employees concerned four (4) weeks' notice of such layoff and, where possible, will endeavour to give greater notice. 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.

**6.08** (a) An employee may elect prior to being laid off, subject to the determination of the Employer described in Article 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 Article 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 be only one bump within a classification as a result of an individual layoff, except as provided in subsection (e) of this Article. In no case can an employee bump an employee working in a non-bureau city. For the purpose of this agreement it is understood that Bureaus currently are located in the following cities: Halifax, Montreal (including Quebec City), 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 Article 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 Article 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.

**6.09** (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 Article 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 communicated, 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.

**6.10** (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 8 and 9, and Business Category 8, the posting shall be made only in the Bureau where the vacancy exists. Postings shall be made not less than seven (7) calendar days in advance of the date of hire.

(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) While Quebec City is part of the Montreal bureau, it is understood that no employee, other than those covered in 6.09 (f), shall be required to move from Montreal to Quebec City without consent. Employees assigned or hired directly to work in Quebec City after Jan.1, 2001, shall be subject to assignment to Montreal.

(f) In addition to employees in staff correspondent cities, both French service and English service broadcast reporters in Quebec City and English service broadcast reporters in Montreal will, for the purposes of transfer only, be considered employees in staff correspondent cities, and Article 6.09 (d) will apply.

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

(h) In the case where an employee is transferred for personal reasons unrelated to the advancement of his or her career with the Employer, the Employer shall not be obliged to pay any expenses but may agree to pay all or part of the expenses in discussions with the employee in advance of the transfer.

**6.11** 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.

**6.12** 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 promotion. There shall be deemed to have been no break in the continuous service of such individual by reason of such transfer or promotion.

## **ARTICLE 7 — LEAVE OF ABSENCE**

**7.01** Any employee may submit a written request to the Director of Human Resources 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 Article 7.02 shall not exceed forty (40) days in any calendar year.

**7.03** (a) The Employer will, upon five (5) weeks' notice in writing to the Director of Human Resources, provide an employee with a leave of absence without pay of up to one (1) year to work in an official full-time capacity for the Guild or The Newspaper Guild. This leave may be renewed for an additional year upon ten (10) weeks' written notice to the Director of Human Resources prior to its expiry. The maximum leave any individual may receive under Article 7.03 (a) is four (4) years.

(b) The Employer will, upon five (5) weeks' notice in writing to the Director of Human Resources, provide an employee with a leave of absence without pay of up to three (3) years to serve in an elected position with the Guild or The Newspaper Guild. This individual will, at least ten (10) weeks prior to the expiry of the leave, give the Director of Human Resources written notice of intention to either return to work or stand for re-election. If re-elected, the leave of absence will be extended for a further three (3) years for a maximum leave of six (6) years. If unsuccessful in a re-election bid, the individual may, upon the giving of ten (10) weeks' written notice to the Director of Human Resources, return to work as provided for under Article 7.03 (e).

(c) An individual who has been granted a leave of absence under Article 7.03 (b) may, during the term of this leave of absence, elect to return to work prior to completing the three (3)-year period. In that case, the Employer will require at least ten (10) weeks' written notice to the Director of Human Resources, and Article 7.03 (e) will apply.

(d) No more than two (2) individuals may be absent on a leave under Article 7.03 at any one time.

(e) Upon expiry of any leave under Article 7.03, the individual shall be placed by the Employer in a location determined by it after discussions with the individual and in the same classification held at the commencement of the leave provided he/she continues to have the qualifications and capabilities to perform the work required. No transfer expenses will be payable

**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** Any leave of absence granted pursuant to this article must be in writing and signed by the Director of Human Resources or designate.

**7.08** An individual granted leave of absence under this article shall retain seniority and continue to accumulate seniority for the first three (3) months of the leave, except where otherwise provided by law in the case of maternity and parental leaves under the Canada Labour Code or the Quebec Parental Insurance Program.

#### **MATERNITY, PARENTAL, PATERNITY AND ADOPTION LEAVE**

**7.09** An employee eligible for a maternity leave under the Canada Labour Code will be entitled to a maximum of seventeen (17) weeks of maternity leave of absence.

**7.10** An employee eligible for a parental leave under the Canada Labour Code will be entitled to a maximum of thirty-seven (37) weeks of parental leave of absence.

**7.11** An employee eligible for both a maternity leave and a parental leave under the Canada Labour Code will be entitled to a maximum of fifty-two (52) weeks of leave of absence.

**7.12** An employee eligible for a maternity leave under Article 7.09, and eligible for maternity leave benefits under either the Employment Insurance Act or the Quebec Parental Insurance Plan, will be paid a top-up maternity benefit equal in value to six (6) weeks of her regular rate of pay in effect on the date of commencement of the maternity leave. This top-up benefit will be paid in one of these two ways, whichever is applicable:

(a) If the employee is subject to a two-week waiting period for government benefits, she will receive two (2) weeks of her regular salary for the first two (2) weeks of the maternity leave of absence, followed by additional payments to supplement government maternity leave benefits for each subsequent week of the leave until a total of six (6) weeks of her regular salary has been paid to the employee.

(b) If the employee is not subject to a two-week waiting period for government benefits, she will receive payments to supplement government maternity leave benefits for each week of the leave until a total of six (6) weeks of her regular salary has been paid to the employee.

**7.13** The same top-up benefit outlined in Article 7.12, payable in the same manner, will be paid to an employee who:

(a) legally adopts a child under the school age or in other special adoption circumstances acceptable to the Employer, and

(b) is eligible for a parental leave under Article 7.10, and

(c) is eligible for parental leave benefits under the Employment Insurance Act or adoption benefits under the Quebec Parental Insurance Plan, and

(d) remains at home to care for the adopted child on a parental leave.

In a case where two employees jointly adopt a child, the Employer will pay this adoption leave benefit to only one of the adopting parents.

**7.14** An employee eligible for a parental leave under Article 7.10, but not entitled to a top-up benefit under Article 7.13, will be paid for three (3) days of the leave at the employee's regular rate of pay for the standard number of hours which he would otherwise have worked on such days.

## **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 Director of Human Resources 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 Commission, 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 Information Technology 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 Information Technology 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 current year's Ontario Dental Association Schedule of Fees for Dental Services provided by dental practitioners.

**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. The plan shall provide two hundred fifty dollars (\$250) for corrective lenses once every 24 months. Employees shall be entitled to an eye examination once every twelve (12) months, and when such examinations are not covered by provincial medical plans they shall be paid for by the employer.

**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 Article 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 PREMIUMS**

**12.01** (a) An employee shall be paid a night shift premium of seven per cent (7%) of his/her basic daily salary for each regularly scheduled shift if the shift includes work between 7 p.m. and 6 a.m. Employees who work only one night shift per week shall be paid a premium as though they had worked two shifts.

(b) An employee shall be paid an overnight shift premium in the amount of eight per cent (8%) of basic weekly salary for any week in which he or she works a regularly scheduled shift that includes work between 3:59 a.m. and 6 a.m. Night premiums shall not be paid for any week for which an overnight premium is paid.

(c) An employee shall be paid a weekend shift premium of six and one-half per cent (6.5%) of his/her basic daily salary if he or she works a regularly scheduled shift that starts or ends on or after 3 a.m. Saturday or ends on or before 3 a.m. Monday. A maximum of two weekend shift premiums shall be paid for any one week. Weekend shift premiums shall be paid in addition to any night or overnight premiums.

**12.02** These shift premiums also shall be paid to an employee who:

(a) is taken off regularly scheduled night, overnight or weekend work to cover out-of-town assignments;

(b) is regularly employed on days in a bureau and goes on an out-of-town assignment lasting two overnights or more; or

(c) is absent from regularly scheduled night, overnight or weekend work on account of illness, up to a maximum of three consecutive weeks.

See also Article 16.08 (re: averaged employees), Article 17.10 (re: vacation eligibility) and Article 31:03 (re: part-time eligibility).

## **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 Labour Code. If termination pay is required to be paid under the Canada Labour Code, the amount of severance pay or dismissal pay payable under this Article shall be reduced by the amount of such termination pay.

#### **ARTICLE 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 Article 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 Information Technology 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 15 — BASIC SALARIES**

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

**15.02** An employee who on Dec. 31, 2010, is receiving discretionary pay so that his or her total salary is above the highest basic salary for his classification will, effective Jan. 1, 2011, 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 Jan. 1, 2011, 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 endeavour 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 endeavour 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"**

**January 1, 2011**

**Group 1 – News Editor**

Flat \$1,655.11

**Group 2 – Assistant News Editor, Assistant Business Editor, Assistant Sports Editor, Deputy Director of Online News**

Flat \$1,494.06

**Group 3 – Reporter/Editor, National Photographer, Foreign Correspondent, Photo Editor, Photographer/Photo Editor**

Start \$884.44  
1 year \$977.28  
2 years \$1,070.11  
3 years \$1,171.82  
4 years \$1,269.07  
5 years \$1,425.45

**Group 4 – Graphic Artist**

Start \$866.91  
1 year \$949.55  
2 years \$1,021.83  
3 years \$1,114.80  
4 years \$1,166.50  
5 years \$1,258.91

**Group 5 – Librarian**

Start \$735.54  
1 year \$818.71  
2 years \$915.16  
3 years \$1,045.09

**Group 6 – Studio Editor, Online Producer**

Start \$677.98  
1 year \$753.30  
2 years \$834.92  
3 years \$910.25

**Group 7 – Editorial/Audio Assistant**

Start \$583.93  
1 year \$634.21  
2 years \$706.79  
3 years \$775.08

**Group 8 – Library Assistant, Photo Assignments Assistant**

Start \$561.36  
1 year \$611.62  
2 years \$683.74

**BUSINESS, SALES AND MARKETING**

**Group 1 – Senior Accountant**

Flat \$1,323.93

**Group 2 – National Account Executive, Marketing Manager, Customer Service Supervisor**

Start	\$833.01
1 year	\$942.26
2 years	\$1,037.86
3 years	\$1,126.62
4 years	\$1,253.74

**Group 3 – Accountant**

Start	\$798.22
1 year	\$881.44
2 years	\$982.08
3 years	\$1,056.53
4 years	\$1,135.33
5 years	\$1,234.07

**Group 4 – Senior Accounting Clerk**

Flat	\$1,060.88
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**Group 5 – Accounting Clerk**

Start	\$706.30
1 year	\$754.39
2 years	\$806.99
3 years	\$855.14
4 years	\$907.69
5 years	\$975.04

**Group 6 – Account Manager, Customer Service Representative, Sales Representative, Marketing Assistant**

Start	\$714.17
1 year	\$786.78
2 years	\$871.51
3 years	\$973.13

**Group 7 – Office Co-ordinator**

Start	\$682.80
1 year	\$764.73
2 years	\$845.89
3 years	\$955.92

**Group 8 – Switchboard Operator, Office Assistant, Shipper/Receiver**

Start	\$583.72
1 year	\$631.88
2 years	\$680.05
3 years	\$747.22

**INFORMATION TECHNOLOGY**

**Group 1 – Audio Network Supervisor, Development Supervisor**

Flat	\$1,469.68
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**Group 2 – Area Supervisor, Assistant Systems Supervisor, Senior Software Specialist, Technician Specialist**

Start	\$1,119.80
1 year	\$1,242.70
2 years	\$1,372.17

**Group 3 – Programmer**

Start	\$1,051.52
1 year	\$1,140.29
2 years	\$1,330.37

**Group 4 – Technician**

Start	\$866.70
1 year	\$1,091.63
2 years	\$1,207.70
3 years	\$1,271.48
4 years	\$1,308.74

**Group 5 – Service Representative**

Start	\$750.68
1 year	\$786.43
2 years	\$865.88
3 years	\$953.24
4 years	\$1,061.54

**Group 6 – Communications Clerk**

Start	\$635.52
1 year	\$714.94
2 years	\$786.44
3 years	\$857.94
4 years	\$956.21

**Group 7 – Installer, Technical Trainee**

Start	\$607.24
1 year	\$702.64
2 years	\$772.04
3 years	\$841.45
4 years	\$929.14

**Group 8 – Programmer Trainee**

Flat	\$807.97
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## **ARTICLE 16 — HOURS OF WORK AND OVERTIME**

### **EDITORIAL/BUSINESS, SALES AND MARKETING**

**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** (a) 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.

(b) 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 it will be paid in cash at the rate applicable when it was earned. However, accumulated overtime earned during assignments funded out of an appropriated reserve, such as federal elections, referendums and Olympics, must be taken in time by the end of the calendar year in which it was earned or it 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 endeavour 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 News Editors, National Photographers outside Ottawa, Montreal and Toronto, employees working as staff correspondents, correspondents at provincial legislatures and employees working as Specialist Reporters shall be averaged over a period of four (4) weeks. (See Letter of Understanding #17)

**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 premiums in accordance with Article 12.

**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 Article s 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**

### **INFORMATION TECHNOLOGY**

**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. However, shift premiums shall be paid as per Article 12.

(f) The Employer will post weekly lineups three 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 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 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 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 shift premiums, 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 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 or more day shifts in any calendar week shall be classified as a day employee and an employee who works three 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 up 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 service as of April 30 in any year shall be entitled to vacation of one and one-quarter (1 1/4) days for each completed full month of service to be taken in the following vacation year.

**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 (6th) or twelfth (12th) or twenty-fourth (24th) 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 or her basic salary for each week or part thereof of vacation entitlement, plus shift premiums whenever an employee has received premiums for a minimum of 26 weeks during the 52 weeks immediately prior to the start of his or her vacation. For employees who qualify for shift premiums while on vacation, the amount paid during each vacation week shall be the total shift premiums earned during the previous 52 weeks, divided by the number of weeks for which premiums were earned. 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/parental leave or a combination of maternity/parental 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 Labour 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
Labour Day	

Employees regularly employed in Ontario, Manitoba, Saskatchewan, Alberta and British Columbia 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 who has completed probation as outlined in Article 6.01 of this Agreement shall receive two (2) additional recognized holidays during each calendar year, 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 Article 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 Article 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 (1½) 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 (½) 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 (1½) times the employee's basic salary for a day in addition to basic salary for the week.

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

**18.05** The premiums set out in Article 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** An employee whose workday begins on Christmas Day shall receive two and one-half (2½) times basic pay for the work plus a lieu day under Article 18.03 (c). Although Christmas Eve is not a statutory holiday, an employee who works a night shift on Christmas Eve shall receive two and one-half (2½) times basic salary for the work, but no lieu day. An employee who works both Christmas Eve and Christmas Day shall receive only the Christmas Day premium and lieu day. The same arrangement shall 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 employees only. Part-time employees required to work on a recognized holiday shall be entitled to two and one-half (2½) times basic salary for the day.

#### **18.10 – RELIGIOUS OBSERVANCES**

The company recognizes that the distribution of recognized holidays does not reflect the multi-faith nature of the workforce. Consequently, the following special arrangements have been established:

A full-time employee who has completed probation as outlined in Article 6.01 of this Agreement, or a temporary employee who has worked for at least three (3) months, may apply to substitute up to two (2) of the recognized holidays listed in Article 18.01, on a day-for-day basis, for the purpose of religious observance, as follows:

(a) If it is possible to do so based on operational requirements, the Employer will schedule the employee to work one day less than ordinarily required during the week of the religious observance day, with the religious observance day being scheduled off. The employee will receive basic salary for the week in which the religious observance occurs.

- (b) In such a case, the Employer will also schedule the employee to work one more day than ordinarily required during the week of the recognized holiday that is being substituted for the religious observance day. If the extra day worked that week is the recognized holiday, the employee will receive basic salary for the week plus a premium of one-half (½) times basic salary for the recognized holiday. If the extra day worked that week is not a recognized holiday, the employee will receive basic salary for the week.
- (c) Employees who wish to substitute one or two recognized holidays for the purpose of religious observance will make such request in writing to the Employer by Jan. 15 of the year in which the proposed substitution(s) would take place. The Employer will notify the employee whether or not a substitution can take place as soon as possible, and no later than four (4) weeks before the date of the first applicable shift (either the recognized holiday to be worked or the religious observance day to be substituted).

Decisions on all requests under this Article are subject to operational requirements. For the purposes of this Article, the Employer shall not exercise its judgment in an arbitrary fashion.

In addition to the provisions of this Article, employees also may request a day off without pay for the purpose of religious observance, and/or may request a regularly scheduled day off for the purpose of religious observance. The Employer will endeavour to approve such requests, subject to operational requirements.

#### **ARTICLE 19 — EMPLOYEE-EMPLOYER COMMITTEE**

**19.01** The Employer and the Guild acknowledge the importance of having a strong and valuable relationship based on mutual respect, trust and consultation. The joint Employee-Employer Committee is established as a key ingredient in advancing the relationship.

**19.02** The committee will consist of three members appointed by the Employer and three members appointed by the Guild. Each party will designate one member as a co-chair. The co-chairs will determine a meeting agenda together and will circulate it to the other members of the committee at least two weeks before any meeting.

**19.03** The committee will determine its own procedures, including the establishment of confidentiality understandings.

**19.04** The committee will meet at least once every three months during the first year following ratification of this Agreement and may decide after that period to change the frequency of its meetings.

**19.05** The Employer shall pay regular salaries of all committee members for attending such meetings. The parties shall each pay travel and related expenses for their respective members and representatives who attend such meetings.

**19.06** The mandate of the committee is:

- To assist in building a strong, positive working relationship among the Employer, the Guild and all staff;
- To help promote a culture of communication and co-operation within the workplaces;
- To exchange information and ideas to help build the business;
- To initiate recommendations to the parties regarding any of the above matters;
- To provide guidance as necessary to ensure the proper functioning of other joint committees;
- To meet with the CEO and CFO at least once a year.

#### **ARTICLE 20 — HEALTH AND SAFETY**

**20.01** The Employer and the Guild acknowledge their shared commitment to complying with health and safety provisions of the Canada Labour Code and to meeting their joint health and safety responsibilities as outlined in the Code.

**20.02** A joint Employer-Guild Health and Safety Policy Committee has been established and shall meet regularly in accordance with the Code. The Employer shall pay regular salaries and all reasonable expenses of Health and Safety Policy Committee members, including travel expenses, for attending such meetings.

**20.03** In accordance with Part II of the Code, the Policy Committee shall: participate in the development of health and safety policies and programs; consider and deal with health and safety matters raised by members of the committee or referred by a workplace committee or H&S representative; participate to the extent necessary in investigations, studies and inspections related to occupational health and safety; co-operate with health and safety officers; monitor data on work accidents, injuries and health hazards. The Committee shall have the opportunity to review proposed remodelling changes to workplaces and make recommendations concerning ergonomics, air quality, furniture and equipment areas where employees are regularly working

**20.04 Eye Examinations:** All employees who regularly work at display monitors are encouraged to take annual ophthalmologic examinations appropriate for individuals who work at them. Employees who take such examinations will receive their regular salaries for time lost from scheduled work for this purpose.

**20.05 Special Corrective Eye Glasses:** 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 working at a display monitor or similar equipment.

**20.06 Pregnancy:** A pregnant employee who normally works at a display monitor may request that she not be assigned to such 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.

## **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 employee'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 ( $\frac{1}{2}$ ) 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 ( $\frac{1}{2}$ ) 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 vehicle while on assignment out of the office shall be compensated for use of the automobile through a per-kilometre reimbursement allowance. The reimbursement rates will be adjusted annually to the rates published by Canada Revenue Agency.

**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 Information Technology 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 the regular basic salary for Group 1, Editorial.

**28.03** An employee temporarily assigned to the position of Regional Technical Supervisor shall receive extra payment of \$50 weekly. An employee temporarily assigned to the position of Toronto 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 Pension Plan for Employees Represented by the Canadian Media Guild during the term of this agreement.

#### **ARTICLE 30 — TRANSPORTATION LATE AT NIGHT AND OVERNIGHT**

**30.01** The Employer shall continue its policy and practice in effect as at Nov. 1, 2010, with respect to transportation late at night and overnight.

## **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, 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 13 weeks prior to the leave. A part-time employee is entitled to overtime in accordance with Article 16 and work schedules shall provide for at least a 12-hour interval following the completion of any scheduled shift before the start of the next scheduled shift. Part-time employees shall be paid shift premiums as per Article 12. However, a part-time employee who works only one shift in a week shall be paid only the premium earned for that shift. The two-shift minimum rule shall not apply.

**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 31.04, 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, 35 hours' basic salary for every completed 875 hours of work or major fraction thereof, to a maximum of 1,820 hours. 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 Labour Code. If termination pay is required under the Canada Labour 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, other than a Programmer, 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** It is recognized that from time to time the Employer has a need to engage Programmers on a temporary basis to work on special projects that are anticipated to be of a relatively short-term nature. In such cases, the Employer may hire Programmers on a temporary basis for a period not to exceed twelve (12) months from the start of the temporary assignment. Upon written agreement from the Guild, such a temporary arrangement may be extended for an additional six (6) months. Any individual employed under the provisions of Article 32.09 for more than eighteen (18) months shall automatically become a permanent full-time employee and shall not be required to complete a probationary period.

**32.08** 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.

**32.09** If an active temporary employee, other than a Programmer, is taken on by the Employer as a full-time employee in a similar job in the same classification, the probationary period shall be as follows:

(a) If the employee has worked two (2) or fewer consecutive months as a temporary employee, the probationary period shall be two (2) months.

(b) If the employee has worked more than two (2) but less than four (4) consecutive months as a temporary employee, the probationary period shall be one (1) month.

(c) If the employee has worked four (4) or more consecutive months as a temporary employee, the employee shall not be required to complete a probationary period.

**32.10** If an active temporary employee in the classification of Programmer is taken on by the Employer as a full-time employee in a similar job in the same classification, the probationary period shall be as follows:

(a) If the employee has worked six (6) months or more as a temporary employee, the probationary period shall be waived

(b) If the employee has worked less than six (6) months as a temporary employee, the probationary period shall be reduced by the difference between the length of service and six months.

**32.11** In the case of a temporary employee taken on by the Employer as a full-time employee in a similar job in the same classification, 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 — PROCEDURE FOR HANDLING CORRECTIONS, BYLINES AND LETTERS OF COMPLAINT**

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

**33.02** Employees shall be allowed to remove their bylines before any transmission in cases where major substantive changes or corrections are made by the desk.

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

### **ARTICLE 34 — FOREIGN CORRESPONDENTS**

**34.01** The following articles of this agreement shall not apply to employees 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 35 — SEXUAL HARASSMENT**

**35.01** 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 36 — INTERNSHIP PROGRAMS**

**36.01** The Employer and the Guild agree that internship opportunities may be offered to qualified students. The purpose is to further the education of the individuals, to provide them with work experience, to familiarize them with The Canadian Press and to encourage qualified applicants to seek employment with The Canadian Press after graduation. Participants in the internship program must be enrolled in an appropriate educational institution, such as a journalism school, that has a requirement a period of internship prior to graduation.

**36.02** Internships will be handled as follows:

(a) Internships shall not exceed six weeks unless there is a bona fide educational requirement and the Guild agrees to the term.

(b) Participants in internship programs will not be considered employees for the purposes of this Agreement. No dues will be deducted as per Article 2. None of the provisions of the Collective Agreement will apply to participants in internship programs, with the exception of this article, Article 36.

(c) Participants in internship programs shall be supernumerary to existing employees and shall not be used to fill a vacant position or replace an employee absent for illness, vacation or other reason, except as outlined in Article 36.03. Internship programs shall not be used to the detriment of existing employees.

(d) Participants in internship programs shall receive an honorarium of \$100 for each full week of participation.

(e) In the event of a strike or lockout, all internship programs shall be terminated for the duration of such strike or lockout.

**36.03** If a participant in an internship program is assigned to replace an existing employee for a shift, due to illness or any other reason, he or she shall be paid at the appropriate starting rate for that position and treated in accordance with Article 32 (Temporary Employees) for the duration of such replacement.

#### **ARTICLE 37 — TERMINATION**

**37.01** This Agreement shall become effective on the 10th day of September, 2010, and terminate at the completion of Dec. 31, 2011. 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 10th day of September, 2010.

#### **FOR THE GUILD**

**Scott Edmonds  
Fareed Mohammed  
Terry Pedwell  
Sylvia Strojek  
Craig Wong  
Kathy Viner**

#### **FOR THE EMPLOYER**

**Dean Beeby  
Wendy McCann  
Joe Sintzel  
Paul Woods**

## **LETTERS OF UNDERSTANDING**

### **To the Canadian Media Guild**

#### **Re: SCHEDULING (#1)**

Both parties recognize that because The Canadian Press 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.

The Employer shall pay regular salaries and all reasonable expenses of committee members, including travel expenses, for attending such meetings.

Yours very truly,  
Paul Woods  
Director of Human Resources

#### **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,  
Paul Woods  
Director of Human Resources

#### **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 Information Technology) may apply to the Director of Human Resources 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 Director of Human Resources to work less than 35 hours a week. 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 shall pay its share of the benefit premium only for the working portion of the reduced work week. The employee shall pay the remainder of the premium. 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, sick leave and accumulation of additional severance and seniority, however, shall be based on the reduced work week.

Recognized (statutory) holidays shall be handled as follows:

- The Employer will endeavour to schedule employees to work one day less than usual during the week in which a recognized holiday occurs. For instance, an employee who normally works four days a week would be scheduled to work three days.
- Employees who work one day less than usual and are not scheduled to work on the recognized holiday shall be paid for the number of days they normally work as part of the reduced work-week.
- Employees who work one day less than usual and are scheduled to work on the recognized holiday shall be paid for the number of days they normally work as part of the reduced work-week, plus one-half day's pay.
- Employees who work the usual number of days and are not scheduled to work on the recognized holiday shall be paid for the number of days they normally work as part of the reduced work-week, plus a pro-rated amount for the holiday (four-fifths of a day's pay for those who work four days, three-fifths for those who work three days).
- Employees who work the usual number of days, one of which is the recognized holiday, shall be paid for the number of days they normally work as part of the reduced work-week, plus one and one-half day's pay.

Alternative work arrangements are not intended to be permanent and either the employee(s) or the Employer can terminate a 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.

In addition, an employee in an alternative work arrangement may be required to return to full time work in order to make room for someone else. As a general rule, if no one agrees to voluntarily return to full-time work, those who have been participating in the program for the longest period will be required to return to full-time work.

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

Yours very truly,  
Paul Woods

Director of Human Resources

**RE: DISCIPLINE (#4)**

This will confirm our understanding that any matters related to employee misconduct shall be handled in accordance with the company's policy on Discipline, which for convenience is set out below. It is understood that the policy does not form part of the collective agreement for any purpose, including arbitration. However, it is understood that the Guild has not waived any rights it may have under the Canada Labour Code or the collective agreement.

An employee and the Guild will be given a copy of any disciplinary letter that is to be placed in the employee's file. An employee has the right to respond in writing to any discipline imposed, and such response will be placed in the employee's file.

In addition, an employee may review his or her status file at any time in the presence of a supervisor and submit for inclusion in the 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,  
Paul Woods  
Director of Human Resources

**To:** *All staff and supervisors*

**Subject:** *Discipline*

*This document outlines company policy and procedures regarding discipline for employee misconduct. Company policy and procedures regarding an employee's work performance are outlined in a separate document, **Performance**.*

*The initial intent of disciplinary action is usually correction and deterrence; that is, to ensure that inappropriate conduct is corrected and not repeated. However, where misconduct is repetitive or severe, it may be appropriate to dismiss the employee.*

*Misconduct is difficult to define precisely, but generally refers to behaviour that an employee should have known is not appropriate. It could involve either an inappropriate action taken by an employee or a failure to act appropriately. While misconduct might be wilful, intention is not a necessary component. Negligence can be misconduct.*

*A manager who has concerns about possible misconduct by an employee will first investigate, which usually means conferring with the employee and gathering information from other sources.*

*Managers and employees are always free to discuss work-related matters directly and informally. If a manager determines that a matter may require disciplinary action, he or she will schedule a meeting to discuss it. The employee will be advised that disciplinary action is being contemplated and that he or she may request and have a Guild representative attend the meeting. The manager may also seek such assistance as the manager considers necessary at the meeting.*

*The manager will take into account comments made by the employee and the Guild representative before deciding how to respond to the misconduct. (In certain circumstances, there may be a need to deal with misconduct immediately. If so, an investigation will follow as soon as possible.)*

*If, as a result of an investigation, a manager concludes that disciplinary action is required, the employee and the Guild will be notified. Disciplinary action may include (but is not limited to) a verbal warning, a letter of reprimand, an unpaid suspension or dismissal.*

*Employees will have their past disciplinary record taken into account by the manager when determining an appropriate response.*

*While discipline is generally imposed progressively, the nature of disciplinary action will depend on the circumstances. An employee may face severe disciplinary action, up to and including dismissal, if the misconduct warrants it, even if there was no past record of misconduct.*

*An employee and the Guild will be given a copy of any disciplinary letter to be placed in the employee's file.*

*It's expected that most disciplinary letters will be removed from an employee's file after a period of time if no other problems occur. In such cases, the provisional removal date will be stated in the letter.*

*All sexual harassment complaints will be investigated as outlined in the company policy on sexual harassment. The company will ensure that a bargaining-unit member who is the subject of such a complaint understands that he or she may request and have a Guild representative attend any meeting related to the investigation.*

#### **RE: PERFORMANCE (#5)**

This will confirm our understanding that any matters related to problems with an employee's performance shall be handled in accordance with the company's policy on Performance, which for convenience is set out below. It is understood that the policy does not form part of the collective agreement for any purpose, including arbitration. However, it is understood that the Guild has not waived any rights it may have under the Canada Labour Code or the collective agreement.

Yours very truly,  
Paul Woods  
Director of Human Resources

**To:** *All staff and supervisors*

**Subject:** *Performance*

*This document outlines company policy and procedures regarding problems with an employee's work performance.*

*Company policy and procedures regarding misconduct are outlined in a separate document, **Discipline**.*

*The company is committed to helping employees perform their jobs to the standards required.*

*If an employee is unable to meet required standards, his or her manager should consult with Human Resources in developing an approach to help the employee resolve the performance issues.*

*Managers and employees should always discuss work-related matters, including performance issues, directly and informally. However, if it appears that an employee is unable to meet the required standards of the job, the manager will request a meeting. The employee will be reminded that he or she may request and have a Guild representative attend the meeting. The manager may also seek such assistance as the manager desires at the meeting.*

*The company will first endeavour to help an employee who appears to be unable to meet the required standards of the job. This can be done in a variety of ways, including clearly outlining performance standards and, where appropriate, providing training and/or education to help the employee meet those standards. The company will*

*ensure that the employee receives feedback on his or her efforts to meet the performance standards, and that appropriate goals and deadlines are set.*

*It is expected that through these efforts over a reasonable period of time, the employee's performance will meet the required standards. If so, he or she will be advised in writing. If not, other options, such as reassignment and reclassification, will be considered and discussed with the employee. If the employee is unable to meet the required standards and other options are not available, the company may terminate the employee for non-performance.*

#### **RE: PENSION PLAN (#6)**

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.

The Board of Trustees of the Plan is instructed to improve the Plan, and/or benefits for existing retirees, as soon as possible, provided that the improvement(s) can be funded from the Plan surplus and do not create a solvency deficiency.

Yours very truly,  
Paul Woods  
Director of Human Resources

#### **RE: BENEFITS COMMITTEE (#7)**

The Staff Benefits Committee, consisting of at least two (2) Employer Representatives and two (2) Guild representatives, at least one of whom shall be an employee, will meet at least two (2) 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 shall pay regular salaries and all reasonable expenses of Committee members, including travel expenses, for attending such meetings.

During the term of the current agreement, the Committee shall meet to discuss the possibility of providing non-taxable long-term disability insurance benefits to employees who may become eligible in the future for long-term disability coverage.

During the period from the effective date of the current agreement through December 31, 2011, inclusive, the Committee shall on a quarterly basis review total expenditures and reimbursements arising out of the company Policy on transportation late at night. The Committee will recommend an appropriate adjustment to the amounts to be reimbursed for taxis and parking if such a review indicates that the total amount to be spent and reimbursed annually under the Policy is anticipated to exceed forty thousand dollars (\$40,000).

Yours very truly,

Paul Woods  
Director of Human Resources

**RE: PERFORMANCE APPRAISALS (#8)**

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 appraisals 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,  
Paul Woods  
Director of Human Resources

**RE: REPETITIVE STRAIN INJURIES (#9)**

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

The Joint Health and Safety Committee has a mandate to continue monitoring and reporting on incidence of repetitive strain injury at The Canadian Press.

For each employee diagnosed with repetitive strain injury by a medical practitioner, 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.

Employees treated for RSI and seeking reimbursement will provide Human Resources with a note from a medical practitioner (registered physician or accredited physiotherapist) confirming the need for such treatment. Such evidence must be updated at least every two (2) years in the case of employees receiving treatment and seeking reimbursement on an ongoing basis.

Receipts must be submitted to Human Resources within 120 days of treatment, with the following exception: all receipts for treatment in the final 120 days of a year must be submitted by January 10 of the following year.

The following special provisions apply for treatment received in 2010:

- (a) All claims for reimbursement must be submitted by January 10, 2011.
- (b) Employees receiving ongoing treatment who have not submitted an updated note from a medical practitioner during 2009 or 2010 must do so by January 10, 2011, in order to receive reimbursement for treatment in 2010.

In order to assist the committee in its performance of its duties, the Employer will maintain a record of the employees who receive reimbursement under this Letter and will make available to the Committee the number of

employees and their geographic locations. 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.

Yours very truly,  
Paul Woods  
Director of Human Resources

### **RE: OVERTIME ON ASSIGNMENTS (#10)**

This protocol applies to out-of-town editorial assignments for scheduled events lasting five days or more such as the Olympics, other major sporting events and prime ministerial tours. It does not apply to unexpected news coverage, elections, court cases or political conventions. With the exception of national and international sporting events which qualify as set out above, this protocol shall not be applied on an assignment in any bureau city when bureau employees are working with out-of-town employees.

For clarity, an assignment must include at least five days of assignment work for this protocol to be applied. An assignment that lasts three or four days, plus one or two days of travel during which no assignment work occurs, would not qualify for application of this protocol. Any day during which travel and assignment work both occur will be deemed an assignment day for the purpose of this protocol.

Here are the principles that apply when this protocol is in place:

1. If an event is on the List of Scheduled Events established by the Employer and the Guild, no consultation with the Guild is required. However, before the assignment, there will be consultation between the employee(s) going on the assignment and the manager(s) regarding the schedule and coverage requirements. For convenience, the List of Scheduled Events covered by the protocol is set out below.
2. If an assignment is not on the list, and CP wishes to apply this protocol, the Guild shall be notified by the Director of Human Resources or designate prior to any consultation with employees taking place.
3. All work performed on the assignment will be compensated as follows:
  - Straight time for the first nine (9) hours each day of the assignment.
  - Time and one-half for any hours in excess of nine (9) hours each day of the assignment.
  - Straight time for all travel time going to and returning from the assignment, to a maximum of seven (7) hours in each direction.

In cases where it is impossible for travel to or from the assignment to be completed within a single day, the employee may claim travel time to a maximum of seven (7) hours for each 24-hour period in which travel to or from the assignment occurs.

4. This arrangement applies to averaged and scheduled employees other than foreign correspondents. While working on an assignment under this arrangement, all of the provisions of Article 16 – Hours of Work & Overtime (Editorial) shall be suspended.
5. There is a shared responsibility to manage time on the assignment in order to meet budgetary concerns and ensure proper coverage, while keeping in mind the well-being of employees. This shared responsibility means the employer will endeavour to provide, and the employee may be required to take, time off during the assignment.
6. Overtime earned under this arrangement will be compensated in time or in money: one-half at the choice of the employee and one-half at the choice of the Employer. The Employer may require an employee to use some or all of the Employer's portion of the accumulated overtime in time off immediately following completion of the assignment.

7. In addition to the provisions of Nos. 5 and 6 above, for assignments expected to last seven (7) days or more (not including travel days), the Employer may ask employees covering the assignment to take time off in advance of the assignment. In cases when the employee agrees to the request and the overtime earned during the assignment totals less than the amount of time the employee took off in advance, no further compensation will be payable to the employee and the employee will not be required to make up the extra time off.

8. During the assignment, each employee must report daily on the hours worked. Notwithstanding No. 6 above, for any assignment in which hours are not reported by the employee regularly throughout the assignment, the Employer will determine how all of the overtime for the assignment is to be credited to the employee, i.e. either time, money or a combination of both, provided that the Employer has reminded the employee in writing, during the assignment, of the requirement to report daily on the hours worked.

9. Employees shall be entitled to all overtime premiums specified in Article 18 of the Agreement, Recognized Holidays. However, any such premiums shall be added to overtime and taken under the same arrangement as other overtime earned under this protocol.

10. The *per diem* rate will be at least the normal rate, currently C\$50 for domestic assignments and US\$50 for foreign assignments. Employees will continue to have the option of submitting receipts for expenses, but may not submit expenses with receipts for the same day as a *per diem* claim is being submitted. The Employer may at its sole discretion increase the *per diem* rate for a particular assignment; if it does so, all employees covering that assignment shall receive the revised rate.

11. The parties shall continue to monitor the application and success of this protocol and shall share information as required for that purpose.

12. The following assignments are covered by this protocol on major assignments:

#### SPORTS

- Summer Olympics
- Winter Olympics
- Canada Summer Games
- Canada Winter Games
- Commonwealth Games
- Pan-Am Games
- X Games
- World Cup competitions (e.g. hockey, soccer, rugby, cricket)
- Winter sports national and international competitions
- Summer sports national and international competitions
- Grey Cup
- Individual Stanley Cup playoff series
- Baseball spring training
- Golf tournaments

#### NEWS

- International leader summits (e.g. G8, APEC, NATO, Commonwealth, francophonie)
- International multilateral conferences (e.g. climate, AIDS, pandemic)
- Politician trips abroad (e.g. prime minister, premier, cabinet minister)
- Governor General trips abroad

Yours very truly,  
Paul Woods  
Director of Human Resources

## **RE: ELECTION COVERAGE (#11)**

The Employer and the Guild have agreed on the following shared principles that apply to coverage of federal elections:

- Election coverage is a showcase opportunity to make The Canadian Press indispensable to clients and to successfully meet competitive challenges posed by other news organizations.
- Staff should be compensated for all work they do covering election campaign tours, within an appropriate financial framework and with the Employer having a high degree of certainty about its overtime costs.
- Compensation for election tour overtime may include both pay and accumulated time. Affected employees and the Employer should both have a say in determining how it is paid.
- Election tour coverage usually involves work days longer than seven hours, and sometimes more than five days in a week. Hours worked will vary from day to day. Tour staff and supervisors are both expected to take into account the need for down time during tour coverage assignments.
- Tour staff should not be forced to take significant amounts of time off in mid-campaign. However, it may be appropriate to provide a few extra days off to an employee who has worked a six- or seven-day week on tour coverage.
- For any election to which this arrangement applies, the Employer and the Guild will meet around the half-way mark of the campaign and no more than six (6) weeks after the election to review its application.

In support of these shared principles, the following arrangements have been established applicable to employees who travel with a campaign using a tour pass that has been purchased by the Employer from a political party (henceforth referred to as “tour employees”). Employees who cover an election in other manners are subject to regular provisions of the collective agreement.

1. Salary payments will continue as usual, but no compensation specifically for campaign coverage will be provided to tour employees until a final accounting is done after the campaign.
2. Hours worked must be reported by tour employees daily throughout the campaign.
3. Overtime will be calculated as set out in the collective agreement (i.e. time and one-half for all hours worked beyond seven in the first five days in a week, time and one-half for all hours worked in a sixth day in a week, double time for all hours worked in a seventh day in a week).
4. A tour employee who works a sixth day during a week may be required to take two extra days off the following week or at some other mutually agreeable time during the campaign. A tour employee who works sixth and seventh days during a week may be required to take three extra days off the following week or at some other mutually agreeable time during the campaign. Such days off will be scheduled after consultation between the employee and the Employer.
5. If this provision for extra days off is applied, the affected employee will have his/her overtime hours total reduced at the final accounting by seven hours for each extra day off taken.
6. After the final accounting, overtime will be distributed to tour employees as a combination of cash payment and accumulated time. Accumulated time must be taken as time off and may not be paid in cash unless the Employer agrees otherwise.

7. Because of varying demands and resources, it may not be possible to allocate overtime in the same manner to employees in all services. However, affected employees within a particular service will be treated the same as all others within that service. For instance, photographers might all get 75% in cash and 25% in time, while employees of the English Service might all get 25% in cash and 75% in time. For clarity, these figures are purely for example and are not necessarily indicative of how any particular service will allocate overtime to its employees. Allocations for each service will be determined by the Employer based on operational and financial requirements and subject to the overall cash spending limit set out in No. 8 below.
8. The total amount that will be spent on the cash portion of overtime for all tour employees and services combined will be established in advance by the Employer but will not be less than fifty thousand dollars (\$50,000). Any overtime above this amount will be paid as accumulated time and must be taken as time off.
9. All employees will have the option of taking at least 25% of their election overtime in time.
10. To avoid the possibility of accumulated time being held in reserve so long that it must eventually be paid out in cash as per Article 16.02 (b), the Employer and the Guild have agreed on the following procedures:
  - a) Once the amount owing is known after the final accounting, the employee and his/her manager will meet to develop a plan for when the time off will be taken.
  - b) The Employer will endeavour to schedule time off as requested by the employee, taking into account operational requirements.
  - c) If any accumulated time remains unused as of July 1 in the calendar year after the election, another meeting will be held between the employee and his/her manager. The two will agree on a schedule to use the remaining time before the end of that calendar year.
  - d) In the unlikely event that agreement on usage of accumulated time cannot be reached, the Employer may schedule time off at its sole discretion. Any application of this provision will not take place without prior consultation between the Employer and the Guild.

#### **RE: TRAINING COMMITTEE (#12)**

The Canadian Press is committed to training all its employees and will continue to involve staff in training through the standing National Training Committee.

The committee shall consist of three (3) people appointed by the Guild and three (3) people appointed by the Employer. Each group will designate a co-chair. The Training and Development Co-ordinator shall be a member of the committee.

The committee shall meet at least four (4) times a year, two (2) of which shall be in-person, or more frequently, if necessary, at agreed times. The co-chairs of the committee shall set meeting dates at the beginning of each year. The co-chairs shall prepare and distribute agendas in advance of each meeting. Following each meeting, the committee will issue a summary report of the meeting to all CP staff.

The Training and Development Co-ordinator, responsible for co-ordination and facilitation of training within the organization, will work with the committee in developing a national training plan that aligns with corporate goals.

The committee's mandate will be to identify training needs, evaluate training initiatives and make recommendations as to how training resources will be allocated and delivered. It may also include testing new equipment and software, orientation plans for new employees, inventory of existing manuals and programs and adaptation as required.

Bureaus and departments are expected to play a significant role in training. Employees and supervisors should discuss training concerns at the local level. The committee, with the Training and Development Co-ordinator, will serve as a resource in achieving these goals.

The Training and Development Co-ordinator will inform the committee of resources available for training.

The Employer shall pay regular salaries and all reasonable expenses of committee members, including travel expenses, for attending such meetings.

Yours very truly,  
Paul Woods  
Director of Human Resources

**RE: WINNIPEG (#13)**

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 January 1, 2010, Scott Edmonds was the sole employee in Winnipeg who was based there as of February 1, 1994.

Yours very truly,  
Paul Woods  
Director of Human Resources

**RE: QUEBEC CITY AND MONTREAL (#14)**

Although Quebec City shall be considered part of the Montreal Bureau, full-time employees based in Quebec City as of January 1, 2001, cannot be transferred without their consent and shall not be penalized for not giving such consent. As of January 1, 2010, Jacques Boissinot was the sole employee in Quebec City who was based there as of January 1, 2001. Neither Boissinot nor Martin Ouellet shall have their hours averaged without their consent.

Notwithstanding Article 6.09 (f), Peter Ray (Rakobowchuk) cannot be transferred without his consent.

Yours very truly,  
Paul Woods  
Director of Human Resources

**RE: GUILD LEAVE (#15)**

An individual on a Guild leave of absence under Article 7.03 may continue to participate in all insurance plans described in Article 10 of the collective agreement, provided the individual pays both the Employer and the employee premium contributions required to maintain coverage. In the case of long-term disability, the continuing participation is limited to one year from the time the leave begins. After that, the individual will be responsible for obtaining his or her own long-term disability coverage.

The individual may also continue to participate in the Pension Plan referred to in Article 29, provided he/she pays both the Employer and the employee contributions required to maintain participation. In that event, the service of the individual shall continue only for pension calculation purposes. This continued participation is subject to the amendment of the Pension Plan and the approval of the amendment by the appropriate authorities. Time spent on the leave shall constitute service for pension calculation purposes.

Yours very truly,  
Paul Woods  
Director of Human Resources

**RE: AVERAGING (#16)**

We have agreed the following principles apply to all averaged employees and averaging in general.

1. An averaged employee will generally manage his/her own time but may be provided with guidance and direction on work requirements.
2. The averaged employee is expected to average 35 hours per week over a four-week period, subject to work requirements.
3. An employee will come out of averaging during an averaging period if assigned for at least one day to do work that is not normally averaged, and the day(s) will be removed from the averaging period.
4. An employee who is assigned to replace an averaged employee shall be averaged for the duration of the assignment.

**Specialist Reporter**

The Employer will use the following guidelines in determining whether an employee is a Specialist Reporter:

1. The employee is responsible for a specialized field of coverage.
2. The employee has the ability to generally manage his/her own time as set out above.
3. The employee may have variability in hours of work.
4. The employee, if based in a bureau, works independently of general bureau operations.
5. The Director of Human Resources, or his/her designate, will inform the Guild Staff Representative before any new Specialist Reporter position is created.

The success of these principles and guidelines will be evaluated by the Employee-Employer Committee on an ongoing basis.

Yours very truly,  
Paul Woods  
Director of Human Resources

**RE: WORLD EDITOR (#17)**

The parties confirm that the position of World Editor is no longer an excluded position, and that Paul Loong will remain excluded from the bargaining unit.

Yours very truly,  
Paul Woods  
Director of Human Resources

**RE: FAMILY LEAVE POLICY (#18)**

This will confirm our understanding about the company's policy on Family Leave, which for convenience is set out below. It is understood that the policy does not form part of the collective agreement for any purpose,

including arbitration. However, it is understood that the Guild has not waived any rights it may have under the Canada Labour Code or the collective agreement.

Yours very truly,  
Paul Woods  
Director of Human Resources

To: *All staff and supervisors*  
Subject: *Family Leave Policy*

*We have a practice of granting leaves of absence to staff, including supervisors, for personal family emergencies and compassionate needs. Managers and supervisors have the discretion to grant leaves based on a fair evaluation of the circumstances giving rise to the request.*

- Leaves can be obtained from your supervisor/manager*
- Leaves may vary in length, depending on the situation*
- Some or all of the time may be paid*
- Regular bereavement leave may be extended by family leave*

*All requests for family leave under this policy should be made in person or if necessary by telephone by the employee to his or her manager. A decision on the request will be made by the manager after consultation with Human Resources staff.*

*In urgent cases where time off is needed immediately, the manager can authorize it and consult afterwards with HR on whether or not the time off will be paid.*

*In deciding on the request, the company will consider factors and circumstances including:*

- 1. Decisions on previous requests of a similar nature*
- 2. The employee's general attendance record*
- 3. Whether the employee has vacation time, accumulated time and/or floating holidays outstanding*
- 4. Any other pertinent or relevant factors and circumstances*

*Human Resources will maintain a record of all requests for family leave under this policy, and all decisions.*

### **RE: DEFERRED SALARY LEAVE PLAN (#19)**

This will confirm our understanding that the parties will appoint a study group to review, during the term of this agreement, the possibility of the Employer implementing a Deferred Salary Leave Plan. Such a plan, if implemented, would be intended to allow an employee to apply for and receive a leave of absence by deferring a portion of his/her salary for a period of time and then receiving the deferred amount during the leave. Possible purposes for such a leave include but are not limited to education, travel, community service and volunteer work.

Notwithstanding that review and any outcomes that may result from it, any employee may submit a written request to the Director of Human Resources or designate for leave of absence without pay, as set out in Article 7. If the request is for a leave lasting six (6) months or longer, the request may be submitted up to four (4) years in advance, to ensure proper planning by the employee and the Employer. In such cases, if the employee and the Employer are both prepared to commit to the leave of absence at least one year before it would begin, they will enter into a written agreement setting out its terms.

Yours very truly,  
Paul Woods  
Director of Human Resources

**RE: PERSONAL TRANSPORTATION LATE AT NIGHT (#20)**

This will confirm our understanding about the company's policy on Personal Transportation Late at Night, which for convenience is set out below. It is understood that the policy does not form part of the collective agreement for any purpose, including arbitration. However, it is understood that the Guild has not waived any rights it may have under the Canada Labour Code or the collective agreement.

Yours very truly,  
Paul Woods  
Director of Human Resources

*To: All staff and supervisors*  
*Subject: Personal Transportation Late at Night*

*It is understood that many parts of the company's business operate around the clock, and that travel to and from work is the sole responsibility of each employee.*

*To assist employees who must work late at night when the availability of public transit is reduced, the company is implementing the following policy, effective November 1, 2010. This policy applies to all employees of The Canadian Press and all subsidiary companies other than Pagemasters North America.*

- 1. Employees required to work between 11:59 p.m. and 6 a.m. local time will be eligible to apply for and receive reimbursement for actual expenses incurred for taxis taken to or from work, to a maximum of \$30 a day.*
- 2. Employees required to work between 11:59 p.m. and 6 a.m. local time will be eligible to apply for and receive reimbursement for actual expenses incurred for parking near the work location, to a maximum of \$15 a day.*
- 3. Employees will be reimbursed for only one such claim per shift. An employee who takes a taxi both to and from work is eligible for reimbursement for only one of those two trips.*
- 4. Employees seeking such reimbursement must submit expense claims with satisfactory evidence that the expense was incurred, i.e., receipt(s). Such claims must be submitted by the 10th day of the month immediately following the month in which the expense was incurred.*
- 5. Claims for employees in the French Service must be submitted to an Administrative Assistant or Office Co-ordinator in Montreal. Claims for employees in Vancouver and Edmonton must be submitted to the Office Co-ordinator in Vancouver. Claims for employees in Halifax, and English Service employees in Ottawa, must be submitted to the Office Co-ordinator in Ottawa. Claims for employees at Head Office must be submitted to Support Services.*
- 6. All reimbursed claims for personal taxi use or parking are considered taxable benefits under law. Reimbursement will be made through payroll deposit, less any statutory deductions.*
- 7. All claims must be submitted on a per-use basis related to working a specific shift.*
- 8. Periodic reviews of usage and expenditures will be conducted by the joint Benefits Committee unless the parties agree otherwise.*
- 9. The company's total expenditures on late night and overnight transportation shall not exceed \$40,000 in any calendar year.*
- 10. Only in order to ensure that the annual expenditure cap is not exceeded, the company may periodically adjust reimbursement rates as set out above. Any adjustment will be put into effect only after consultation with the Guild has taken place.*

11. *During the first 14 months this policy is in effect, the company and the Guild will jointly review and discuss usage and expenditures. No adjustment to the reimbursement rates will be made until expenses incurred in at least three consecutive calendar months have been reviewed jointly.*
12. *The company and Guild may discuss adjusting the hours during which the policy is applicable for locations outside Toronto and Montreal, based on a review of public transportation schedules and any other relevant factors in those locations.*
13. *Taxi chits are to be used only for work-related purposes, such as travel to or from an assignment. Employees using taxi chits for personal use, without advance authorization from a manager, may be subject to disciplinary or other appropriate action and will be required to reimburse the company for the expense incurred.*