

SOURCE	CENXP		
EFF.	76	07	01
TERM.	2002	06	30
No. OF EMPLOYEES	282		
NOMBRE D'EMPLOYÉS	282		

COLLECTIVE AGREEMENT

BETWEEN

THE GLOBE AND MAIL DIVISION  
OF  
THOMSON CANADA LIMITED

AND

COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA  
LOCAL 87-M  
SOUTHERN ONTARIO NEWSPAPER GUILD

EFFECTIVE  
JULY 1, 1996 TO JUNE 30, 2002

0145806

ENTERED

CANADA'S NATIONAL NEWSPAPER  
**THE GLOBE AND MAIL**

September 4, 1996

Communications, Energy and Paperworkers Union of Canada  
Local 87 - M  
Southern Ontario Newspaper Guild  
1253 Queen Street East  
Toronto, Ontario  
M4L 1C2

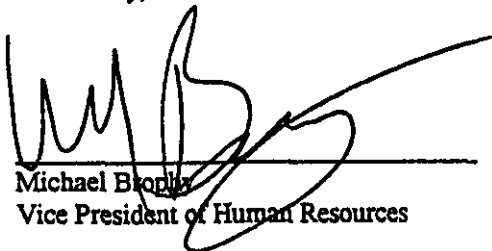
Attention: Ms. C. Quinn  
GLUE Unit Chairperson


Dear Ms. Quinn:

Re: Advertising Sales Department Commission Committee

The Company agrees that during the term of the current Collective Agreement (July 1, 1996 to June 30, 2002) there will be a continuing Commission Committee to be comprised of Union and Management representatives. The committee will meet on a regular basis to discuss issues related to the Incentive Plan.

Yours truly,

  
Michael Blopp  
Vice President of Human Resources

  
Grant Crosbie  
Vice President and General Manager

March 9, 1995

Communications, Energy and Paperworkers Union of Canada  
**Local 87 - M**  
Southern Ontario Newspaper Guild  
1253 Queen Street East  
Toronto, Ontario  
M4L 1C2

Attention: Ms. C. Quinn  
Globe Unit Chairperson

Dear Ms. Quinn:

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

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

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

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

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

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

**Yours** truly,

Rondi S. Gibson  
Director, Employee and  
**Labour** Relations

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**PREAMBLE**

**DURATION AND RENEWAL**


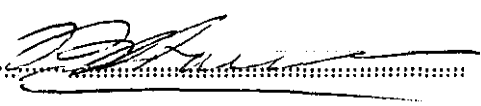


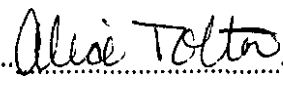
This Agreement is made on this 12th day of May, 1997 between The Globe and Mail Division of Thomson Canada Limited, hereinafter known as the Employer, and Communications, Energy and Paperworkers Union of Canada Local 87-M, Southern Ontario Newspaper Guild, hereinafter known as the **Union**, for itself and on behalf of all the employees of the Employer described in Article 1 of each of the following Schedules A to E of this Agreement.

This Agreement shall take effect on July 1, 1996 and remain in effect until June 30, 2002. It is mutually agreed that the scale of wages in Section 601 shall be effective from the dates set out therein, but all other terms and conditions will become effective upon the signing of this Agreement.

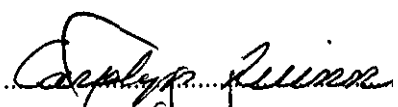
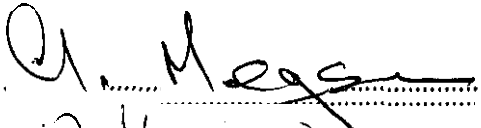
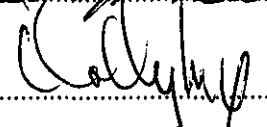
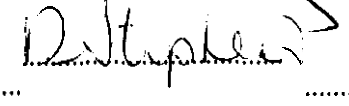
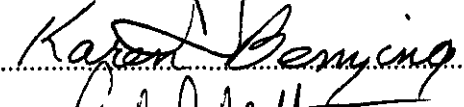

Either party may initiate negotiations for a new Agreement within **ninety (90)** days of the termination of this Agreement. The terms and conditions of this Agreement shall remain in effect during such negotiations. If such negotiations do not result in a new Agreement prior to June 30, 2002, the new Agreement shall be made retroactive to July 1, 2002.

Date of signing: May 12, 1997

The Globe and Mail Division of Thomson Canada Limited

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

## APPENDIX I

### GUIDELINES OF THE JOINT ~~HEALTH AND~~ SAFETY COMMITTEE

1. The Joint Health and Safety Committee shall consist of not more than five members selected by the employer and five members selected by the **Union**. Alternates may be allowed with the approval of the co-chairs. **Names** and work **locations** of all joint committee members, **and** alternates, shall be posted conspicuously in the workplace.
2. The regularly scheduled meeting of the committee shall be **on** the first Tuesday of each month. The date of the regularly scheduled meeting **can** be moved by less than 15 days **as** of right by either of the co-chairs. Any change in the date of the meeting of more than 14 days from the regularly scheduled meeting date must be agreed to by both co-chairs.
3. There shall be two co-chairs, one from the employer and one from the workers; and each shall assume the chair duties at alternate meetings of the committee. A co-chair may designate an alternate, who may or may not be a permanent member of the committee. The alternate may take **on** any of the responsibilities of the co-chair.
4. A co-chair may, with the consent and approval of his/her counterpart, invite any additional person(s) to attend the meeting to provide additional **information** and comment, but they shall not participate in the regular business of the meeting.
5. The members of the committee who represent workers shall designate one of the members representing workers to inspect the physical condition of the workplace, accompanied by a management member of the committee, not more often than once a month. Appropriate supervisors should be encouraged to **accompany** the inspections whenever possible. Where an emergency prevents an employer member from attending a scheduled inspection, the employer will designate another representative to accompany the worker member.
6. All health and safety concerns raised during the physical **inspection** will be recorded **on** an appropriate workplace inspection form and signed by both members of the **inspection team**.
7. The workplace inspection form will be **forwarded** to the committee and appropriate department **manager** and the manager of **Human Resources** within three days of the workplace inspection.
8. The employer will supply a **secretary** for the meetings of the committee to take minutes and be responsible for having the minutes **typed**, circulated and filed, where possible, within one calendar week of the meetings, or **as** the committee may from time to time require. Minutes of the meetings will be reviewed and edited where necessary by the co-chairs, then signed and circulated to all committee members and a copy forwarded to appropriate management committee members. **Agenda** items will be identified by a reference number and be readily available in a **proper filing system**. Names **of** committee members will not be used in the minutes except to record attendance.
9. The committee shall have a quorum of four members present in order to conduct business, of whom two shall be members of management. One chair must be present in **order** to conduct business. If a co-chair **is** absent, the other co-chair will chair the meeting. The number of employer members shall not be greater than the number of worker **members**.
10. All items that are resolved or not will be reported in the minutes. Unresolved items will be placed **on** the agenda for the next meeting.
11. All employees will discuss their health and safety problems with their immediate supervisor, where practicable, before bringing them to the attention of the committee.

## LETTERS OF UNDERSTANDING

### RE: PENSION PLAN CONCERNS

The Employer agrees to meet with not more than three representatives of the Union once a year to discuss **concerns raised** by the Union about the Pension Plan.

### RE: AGENCY STAFF

The Union agrees that the Employer may continue to utilize **staff** from temporary employment agencies to cover unexpected **peak** load situations, **short-term** coverage of employees absent due to illness, and other projects of short duration for which hiring employees would not be feasible or practical.

### RE: ARTICLE 503

The intent of Article 503 is to ensure that employees who are permanently transferred to a higher-paid classification **are** paid more **in** the **two** years following the transfer **than** they would have been in accordance with their previous classification's salary scale in effect at the time of the transfer. The parties have agreed to meet to review and revise an employee's wage rate and/or anniversary date for the purpose of wage progression if an employee who is permanently transferred to a higher-paid classification will not **earn** more in the two years following the transfer than they would have **earned** in their previous classification in spite of the application of Article 503.

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

When dismissal to reduce staff is by reason of the **contracting-out** of work, the employee shall receive dismissal pay in a lump sum equal to one (1) week's pay for every five (5) months' continuous service or major fraction thereof up to a maximum of **fifty-two (52)** weeks' wages plus a further fifteen per cent (15%) of said lump sum plus a further five hundred dollars (\$500).

Nothing **in this** letter shall constitute an acknowledgment on the part of the Union of any right of the Employer to **contract-out** work nor shall anything contained in **this** letter constitute an acknowledgement on the part of the Employer of any **limitation on** any right of the Employer to **contract-out** work.

## RE: CHILD CARE CONCERNS COMMITTEE

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

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## DISABILITY

The Employer will continue to pay, in the same manner **as** and in accordance with its past practice, the following monthly benefit premiums for employees who are **in** receipt of long term disability payments:

- Group Life Insurance Plan
- OHIP**
- Extended Health Care Plan
- Vision Care Plan
- Hospitalization Plan
- Dental Plan
- Accident Insurance

**In** addition, the Employer will pay, in the same manner **as** and in accordance with its past practice, the regular employee pension contributions on behalf of such employees.

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## POSITION

The Employer agrees to consider requests from full-time employees who wish to work part-time hours and share a full-time position with another employee. The Employer will have the sole discretion in deciding whether to agree to such requests

The terms and conditions applicable to any such arrangement shall be agreed **upon** by the Employer, Union, and the employees affected. It is understood that any such arrangements will be for a limited period of time. Where **necessary**, the Union will agree to the employment of a temporary employee for the duration of such an arrangement.

### RE: REQUESTS TO WORK PART-TIME HOURS DURING MATERNITY LEAVE

The Employer agrees to consider requests from full-time employees who wish to **return** to work part-time hours during part of their maternity leave where in the Employer's opinion such **an** arrangement is operationally feasible. Where **necessary**, the Union will agree to the employment of a temporary employee for the duration of such an arrangement.

Any agreement between the Employer and an employee who is working part-time after returning from maternity leave which predates this letter shall prevail over this letter.

**RE: STEWARD NOTIFICATION**

The Employer agrees to make a reasonable effort to notify a steward prior to any meeting at which an employee has the right to have a steward present.

Any failure to so notify a steward shall not affect the validity of any action taken against an employee at or after such a meeting.

**RE: BREAKS**

Employees shall be entitled to one (1) fifteen-minute break during the portion of the shift which falls before the meal break and one (1) fifteen-minute break during the portion of the shift which falls after the meal break.

**RE: PAY EQUITY**

Pay equity increases required under a pay equity plan intended to comply with the requirement to post a pay equity plan on January 1, 1990 resulting from agreement or ordered by the Pay Equity Commission or any tribunal appointed under The Pay Equity Act will be retroactive to July 1, 1989.

**RE: SALARY AND BENEFITS WHILE ON LEAVE FOR UNION BUSINESS**

Any employee on a leave of absence for Union business of up to (2) months in duration granted by the Employer under the collective agreement shall continue to receive regular salary, pension coverage and the benefits listed below for the period of the leave of absence, subject to the employee continuing to have all regular deductions made from his salary on account of such pension and benefits. The Employer shall invoice the Union for the employee's regular salary and the Employer's cost of such pension coverage and benefits for the employee during the period of the leave. The Union shall pay all invoices promptly when rendered. The benefits to be continued are as follows:

- Group Life Insurance Plan
- Provincial Health Insurance
- Extended Health Care Plan
- Vision Care Plan
- Hospitalization Plan

- Dental Plan
- Accident Insurance
- Long Term Disability Plan

**RE: REPETITIVE STRAIN INJURY SUB-COMMITTEE**

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

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

**RE: DUPLICATIVE LANGUAGE**

During the term of the Agreement, the parties will explore the elimination of duplicative language from the Agreement.

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

**RE: CE**

**Travel Insurance**

The Company will provide \$235,000 accidental death insurance coverage for employees who travel away from home base on Company business. In the event of accidental death such amount will be payable to the employee's estate or as directed.

The insurance coverage is for death caused by an accident in consequence of and during the course of any business trip that requires travel outside the corporate limits of the town or city in which the insured person is regularly employed or has his residence excluding commutation travel. The foregoing is a general description of the plan, the provisions of the insurance policy will govern.

**Accident Insurance**

The Company will continue to share in The Globe and Mail Accident Insurance Plan by paying the premium cost of the first \$10,000 of coverage for those employees who take \$20,000 or more coverage. The Company will also continue with the present arrangement of paying the premium cost of the first \$5,000 of coverage for those who take \$10,000 of coverage.



RE: DISCUSSION OF FOUR-DAY WORK WEEK

This will confirm the Agreement reached at negotiations that during the term of the Agreement discussion will be held on the subject of a four-day week. Costs, methods, productivity and operational effectiveness will be among the topics to be discussed and considered by the parties.

RE: COMBINATION OF BARGAINING UNITS

The parties agree that the Memorandum of Agreement between the parties dated January 31, 1996 concerning the continuation of the combination of bargaining units will remain in force until the coming into force of a renewal Collective Agreement upon the expiry of the current Collective Agreement (July 1, 1996 - June 30, 2002).

RE: MID TERM REVIEW

The Company and the Union agree that following the third year of the Agreement, the parties shall meet to review any issues either party wants to raise for proposed amendments to the Collective Agreement. Only amendments which are mutually agreed to shall be made.

RE: REPORTS ON COMPANY FINANCIAL PERFORMANCE

The Company agrees to continue to provide employees with regular reports on the financial performance of the Company as per the current practice.

RE: MONTHLY LABOUR/MANAGEMENT MEETINGS

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

RE: PENSION BENEFITS

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

Base Year Upgrades:

Effective January 1, 1996 - move to 1993 base year  
Effective January 1, 1999 - move to 1995 base year  
Effective January 1, 2001 - move to 1997 base year

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

Early Retirement Reduction Factors - Annual

Age 61 - 4% reduction in retirement benefit  
Age 60 - 8% reduction in retirement benefit  
Age 59 - 14% reduction in retirement benefit  
Age 58 - 20% reduction in retirement benefit  
Age 57 - 26% reduction in retirement benefit  
Age 56 - 32% reduction in retirement benefit  
Age 55 - 38% reduction in retirement benefit

Early Retirement Reduction Factors - Monthly

From age 60 to age 62 - 0.33% per month  
From age 55 to age 60 - 0.5% per month

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

RE: DEFERRED COMPENSATION LEAVE PLAN

Pursuant to Article 1309 of the Agreement, employees who have completed a minimum of twelve (12) months' continuous active employment shall be entitled to participate in a self funded voluntary leave plan. Employees who wish to participate shall execute any documents required to provide for the initiation of the Plan or to give effect to its terms.

Conditions of the leave plan are as follows:

1. The Plan shall meet all the requirements of the Income Tax Act. Employees shall be responsible for the tax consequences of their participation in the Plan and of any failure to comply with the requirements of the legislation or the Plan.
2. The leave must be for a minimum of six (6) months and no longer than twelve (12) months. The contributions shall be no more than 33 1/3 % of earnings and no less than 5% of earnings. An employee who participates in the Deferred Compensation Leave Plan must take his or her leave not later than six (6) years following the commencement of his or her participation in the Plan.

3. The funds being deferred shall be held in a trust account with a financial institution arranged by the Employer. Interest on the account (net of any charges levied by the financial institution in connection with the establishment and maintenance of the trust account) shall be paid to the employee annually.

4. Funds from the trust account will be paid to the employee on a monthly or lump sum basis during the leave. In the event of the death or termination of the employee prior to payments being made to exhaust the funds in the trust account for that employee, the balance shall be paid to the employee or at the employee's direction.

5. During the leave, benefits will continue provided that the employee pays the full (Employer and employee portions) premium cost of such benefits, except that there shall be no sick leave benefit or Long Term Disability coverage during the leave period. In the event that the employee is not fit to return to work at the end of the leave period, sick leave with full pay as defined in Article 10 shall commence on the date on which the employee was scheduled to return to work.

Employees going on leave may opt out of any of the benefit plans for which they are enrolled. Upon returning to work, the employee may reenroll in the same benefit plans and the three month waiting period will be waived.

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

6. Articles 707 and 1308 apply to employees on leave.

7a. The employee must give the Employer irrevocable written notice of his or her request for leave under the Plan at least six (6) months prior to the requested start date of his or her intended leave. In addition, the employee shall indicate the period of leave requested and shall confirm the return date, in writing, thirty (30) days in advance of the scheduled return.

b. The only exceptions to (a) above shall be that the employee may withdraw from the Plan in the event of Long Term Disability, termination of employment,

death or any other reason as agreed by the employee and the Employer.

8. Selection of employees who apply for a leave pursuant to the terms of the Plan shall be on the basis of first come, first considered (subject to paragraphs 9 and 11 following). The same principles shall apply in the event that two or more employees request leave for the same period or starting at the same time and all applicants cannot be accommodated.

9. An employee shall not be entitled to leave in circumstances where his or her absence might interfere with the normal business or operations of the Employer. Employees are cautioned that operational requirements are likely to preclude leave being granted to all otherwise eligible employees at their preferred times and that, therefore, employees shall be responsible for ascertaining the availability of leave opportunities and ensuring, to the extent possible, that they shall be able to obtain leave within the parameters of the Plan and the Income Tax Act requirements.

10. An employee who is absent on leave may be replaced by a part time or temporary employee for the full duration of his or her leave, notwithstanding any limitation or restriction otherwise applicable under the provisions of Article 14.

11. An employee shall not be permitted to use leave under the Deferred Compensation Leave Plan to extend any other leave obtained pursuant to the Collective Agreement or statute. Accordingly, upon completing a period of leave taken under the terms of the Plan, the employee must return to active employment for a minimum of six (6) months before being eligible for any other leave (except leaves provided for in Articles 1303, 1304, 1305, 1306 and 1307). An employee shall not be entitled to commence a leave under the terms of the Plan if the employee would be or become eligible for another leave commencing during or immediately after the leave to be taken under the terms of the Plan.

12. In accordance with the requirements of the Income Tax Act, the employee must return to work for a period of time at least equal to the period of the leave.

13. Subject to mutual written agreement between the Employer and the employee six (6) months prior to the requested start date of the leave, the employee shall return to his or her prior position and classification at the appropriate rate of pay for that classification. If the employee's position in that classification no longer exists, the employee shall be placed in a comparable position in that classification. If the employee's classification has been affected by a

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

#### RE: GLOBE INFORMATION SERVICES

1. The following **terms** are without prejudice to the Employer's position that employees within the Globe Information Services Division are not covered under the scope of the Collective Agreement between the Union and the Employer.

**These terms are also** without prejudice to the Union's position that such employees are covered under the scope of said Collective Agreement.

2. The Employer will meet **with** the Union at least **twice annually**, or upon special request, to discuss developments related to electronic products which the Employer or the Globe Information Services Division or any other division performing the **same** functions **are** involved in. The Employer **will** provide full disclosure to the Union with respect to how such products are expected to be produced and staffed.

3. Job vacancies **at** the Globe Information Services Division or any other division performing the same functions will be posted for information purposes throughout the Employer's premises and copied to the Unit Chairperson and the Local Union **Office**.

#### 4. Editorial

Employees within the scope of the Collective Agreement **shall** prepare, produce and edit editorial material that **appears** in electronic versions of *The Globe and Mail Newspaper* Division products.

The Globe Information Services Division shall not prepare, produce or edit editorial material that appears in electronic or print versions of *The Globe and Mail Newspaper* Division products.

#### 5. Advertising:

Employees within the scope of the Collective Agreement **shall** sell advertising that appears in electronic versions of *The Globe and Mail Newspaper* Division products.

The Globe Information Services Division shall not sell advertising that appears in electronic or print versions of *The Globe and Mail Newspaper* Division products.

#### 6. Circulation:

Employees within the scope of the Collective Agreement shall provide customer service or subscription services to the subscribers or users of electronic versions of *The Globe and Mail Newspaper* Division products.

The Globe Information Services Division shall not provide customer **service** or subscription services to the subscribers or users of electronic or print versions of *The Globe and Mail Newspaper* Division products.

7. **Bargaining unit** employees hired prior to September 7, 1996 shall not be laid off **as** a direct result of the introduction or growth of electronic products of the Globe Information Services Division or **as a** direct result of the migration of advertising revenue due to competing advertising sales efforts by the Globe Information Services Division.

8. For the purposes of clauses 4,5,6 and 7 above, the Globe Information Services Division shall be deemed to include the Globe Information Services Division, any contractor or third party retained by the Globe Information Services Division, any other division performing the same functions and any individual employed or retained by any of the above organizations.

For the purpose of clauses 4, 5 and 6 above, The Globe and Mail **Newspaper** Division shall be deemed to include any other division that is **in** effect a successor to *The Globe and Mail Newspaper* Division.

9. For the purposes of clause 4, it is agreed that Info-Globe is an electronic version of a *Globe and Mail Newspaper* Division product.

10. **This letter** shall apply for the duration of **this** Collective Agreement.

#### RE: RSI MEDICAL TREATMENT

The Company **has** agreed to provide, for the remainder of 1996, a fund of up to \$10,000 which the **Union** and the Company will jointly administer in order to defray the cost of RSI treatment for employees who have exceeded the monetary limits provided under the Employer's Extended Health Care benefit. Any treatment **costs** beyond the EHC caps already approved will not reduce the 1996 fund.

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For the year 1997 this fund shall be up to \$30,000. For the year 1998 this fund shall be up to \$25,000. For the years 1999 through 2001 this fund shall be up to \$20,000 per year. For the period from January 1 through June 30, 2002 this fund shall be up to \$10,000.

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

#### RE: CHANGES IN VACATION ENTITLEMENT

This will confirm our agreement that the transitions in vacation entitlement from five weeks after thirteen years to five weeks after eleven years, the subsequent change from five weeks after eleven years to five weeks after ten years, and the transition from six weeks after twenty-five years to six weeks after twenty-three years will be implemented as follows:

**An** employee who will have completed eleven years of continuous service by September 1, 2000, will be entitled to five weeks' vacation time in the 2000 vacation year which runs from September 1, 1999 to August 31, 2000. A regular part time or part time employee who will have completed eleven years of continuous service by September 1, 2000 will receive vacation pay equal to ten per cent of their gross earnings commencing with the first pay period in September of 1999.

**An** employee who will have completed ten years of continuous service by September 1, 2002, will be entitled to five weeks' vacation time in the 2002 vacation year which runs from September 1, 2001 to August 31, 2002. A regular part time or part time employee who will have completed ten years of continuous service by September 1, 2002 will receive vacation pay equal to ten per cent of their gross earnings commencing with the first pay period in September of 2001.

**An** employee who will have completed twenty-three years of continuous service by September 1, 2001 will be entitled to six weeks' vacation time in the 2001 vacation year which runs from September 1, 2000 to August 31, 2001. A regular part time or part time employee who will have completed twenty-three years of continuous service by September 1, 2001 will receive vacation pay equal to 12 per cent of their gross earnings commencing with the first pay period in September of 2000.

S

A lump sum payment of \$500 to all regular full time employees actively at work on September 9, 1996. For the purposes of this payment, part time employees regularly scheduled to work 28 hours per week shall be deemed to be full time employees.

A lump sum payment of \$250 to all part time employees regularly scheduled to work less than 28 hours per week and actively at work on September 9, 1996.

Employees not actively at work on September 9, 1996 shall receive the lump sum payment upon return to work, provided such return occurs prior to December 31, 1996.

Temporary employees who have been continuously employed for the past twelve months effective September 9, 1996 shall receive the above lump sum payment.

**SCHEDULE (A)**

**EDITORIAL**

**SCHEDULE (A)**  
**Effective July 1, 1996 to June 30, 2002**

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**ARTICLE 1-COVERAGE**

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

(102) The following are excluded from the application of **this** Agreement: Editor, Executive Editor, **Managing** Editor, two Deputy Managing Editors, Report on Business Editor, R.O.B. Executive Editor, three R.O.B. Associate Managing Editors, Associate Editor, National Beats Editor, National Bureaus Editor, Foreign Editor, **Arts** and **Books** Editor, Entertainment Editor, **Sports** Editor, Photo Editor, Chief Librarian, Art Director, Manager Technology and Training, R.O.B. Magazine Editor, Broadcast Week Editor, confidential secretary to the Editor, confidential secretary to the Executive Editor, confidential secretary to the Managing Editor, one of confidential secretary to the Associate Editor or confidential secretary to the **Arts** and **Books** Editor, persons who exercise managerial functions or who are employed in a confidential capacity in matters relating to labour relations within the meaning of the Ontario **Labour** Relations Act, **and** contributors on a freelance or special basis whose contributions are purchased but whose time is not controlled by the Employer.

(103) In the event of a dispute **as** to whether a person exercises managerial functions or is employed in a confidential capacity in matters relating to labour relations, the matter shall be **referred** to the Ontario Labour Relations Board for determination. The parties agree to abide by the decision of the **Ontario**

Labour Relations Board and to include or exclude the person accordingly.

(104)(a) The Union may challenge the incumbent of a specifically named exclusion in (102) if there **has** been a significant change in the duties and responsibilities performed in the excluded position at any time after the date of ratification of **this Agreement**;

(b) If the terms of (a) have been satisfied, then, subject to (c), the challenge shall be on the question of whether or not the incumbent exercises managerial functions or is employed in a **confidential** capacity in matters relating to labour relations within the meaning of the Ontario Labour Relations Act;

(c) The Union **shall** not challenge the incumbent of any specifically named exclusion until **on** or after the expiry date set out in this Agreement and the Employer agrees that it will not raise any argument **as** to delay in such circumstances;

(d) Any subsequent **ruling** will be effective on the ratification of the next ensuing collective agreement and the parties agree to include or exclude the **person** in accordance with the determination of the arbitrator,

(e) Any challenge under this provision shall be heard and determined by a sole arbitrator agreed to by the parties from the following panel (or where there is **no** agreement, by lot):

- Gail Brent
- Kevin Burkett
- Ian Springate
- Pamela Picher
- Paula Knopf;

(f) At any arbitration under **this** provision, the parties agree that the incumbent will be **called** as a witness and both parties may cross-examine the incumbent.

**ARTICLE 2-UNION SHOP**

(201) It is a condition of employment of any employee **as** of the date of the signing of **this** Agreement who is a member of the Union or who thereafter becomes a member of the Union, that he remain a member in **good** standing. It is a condition of employment of each new employee that within four months after his or her date of employment such employee shall either (1) become a member of the Union or (2) advise the Union in writing, by registered mail, that he or she **does** not wish to become a member of the Union. As an **alternative** to the registered mail, the Union **office** will give the sender a receipt for such notification. The Union agrees that it **will** retain in membership any employee subject to the constitution and the **by-laws** of the

Union. **An** employee dismissed under **this** Article, shall not receive severance pay.

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

(203) The Employer agrees to advise new employees that a collective agreement is in effect and of the conditions of employment with regards to Union membership and deduction of Union dues. The employee's immediate supervisor will advise the employee of the **name(s)** and **location(s)** of his/her **steward(s)**. The Employer agrees that a Union steward will be given an opportunity by his/her supervisor to interview each new employee within regular working hours, without loss of pay, as soon as practicable subject to operational requirements, for **fifteen** minutes for the purpose of acquainting the new employee with the benefits and responsibilities of Union membership.

**ARTICLE 3-DUES DEDUCTION**

(301) The Employer shall deduct from the earnings of each employee covered by **this** Agreement and pay to the Union not later than the 10th day of each month all Union dues and assessments. Such dues and assessments shall be deducted weekly from the employees' **earnings** in accordance with a schedule furnished the Employer by the Union. Such schedule may be amended by the Union at any time. The Employer shall, when **remitting** dues and assessments to the Union, give the names of the employees **from** whose pay deductions have been made and the amount of the deduction.

**ARTICLE 4-HOURS AND OVERTIME**

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

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

(403) The Employer shall pay for all authorized overtime at the rate of one and one-half **t i e s** the regular straight time rate. **Overtime shall be defined as** work beyond the unit of hours in a **shift**, the unit of hours in the work week or any work performed at hours not scheduled, **as** provided in Section 405. Any employee scheduled to work both a Saturday and a Sunday **shift** shall be paid double time for one of those **shifts**. **If** one of the two weekend **shifts** worked is a **sixth shift**, it shall be designated as the double time **shift**. **If** the other weekend **shift** worked is a **seventh shift**, it shall be paid at the rate of time and one-half the straight time rate.

(403A) **Overnight shifts** for full-time employees shall be equitably allocated, for individual periods of not more than three weeks at any one time, amongst those employees assigned to the **type** of work **being** performed during these **overnight shifts**. **This** clause shall not apply to employees specifically **hued**, or assigned by mutual agreement, to work an **overnight shift**. **For** the purpose of this clause, **overnight shifts** shall be defined as those where the majority of

scheduled hours are **worked** between 12 midnight and 7 a.m.

(404) **An** employee required to work after **his** regular **shift** shall be guaranteed at least one half-hour's pay at the overtime rate. **An** employee called back to work after having left the office shall be guaranteed at least four hours' pay at the overtime rate, calculation of such **time** to begin as of the time he received the call provided he reports for work within a reasonable amount of time. An employee required to work on **his** day **off** shall be paid at the rate of **time-and-one-half**, with a minimum of a full day's pay at the **time-and-one-half** rate, in addition to **his** regular weekly **salary**.

Overtime shall be paid for, except that by mutual agreement with the Department Head, the employee may choose equivalent time off. The Employer reserves the right to limit the amount of time off to be accumulated by an employee. Time off shall be taken at a mutually agreed time and a request to take time **owing** shall not be unreasonably denied. Granting of time **owing** shall be confirmed in writing when requested.

(405) Tentative schedules of starting times shall be posted at least two weeks in advance of the week for which they apply and schedules of starting times shall be posted not later than the Thursday prior to the week Monday to Sunday. The Employer will attempt to keep to a **minimum** the number of changes between the tentative schedule and the final schedule.

No advance notice need be given of a change in **starting** time if the change is no more **than** one hour earlier or later **than** the scheduled **starting** time. In the event of changes of more **than** one hour, the provisions of Section 403 shall apply to the extent of the change in excess of one hour. **An** employee shall not be required to **begin** one scheduled **shift** sooner **than** twelve hours following the end of another scheduled **shift**.

An employee not regularly scheduled to night hours shall not be scheduled night hours on the **shift** prior to **his** scheduled **day(s) off**.

Where work requirements **permit**, **an** employee **so** requesting may have the same starting times during the working week.

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

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

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

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

#### ARTICLE 5-GENERAL WAGE PROVISIONS

(501) Experience Definition. In the application of the following schedules of minimums, experience shall include all employment in comparable work. Employees shall be classified as to job title and experience rating at the time of employment, transfer or promotion, and the Union notified in accordance with the provisions of Article 21. An employee paid the salary for an experience classification higher than his actual experience requires shall receive such higher experience rating and thereafter advancement to succeeding salary minimums shall occur on the anniversaries of such upgraded rating. An employee paid a salary between that for his experience rating and the succeeding one shall be advanced to not less than the succeeding minimum on the next anniversary of his experience rating. Any disagreement with the experience rating must be made to the Employer within 120 days of the date of hiring.

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

(503) Dual Work. Any employee who works in more than one classification shall receive the rate of the higher classification next higher in dollars to the rate the employee receives in the lower classification for the time worked in that classification. An employee temporarily assigned for a minimum of a full shift, or permanently transferred to a higher-paid classification within the bargaining unit, shall receive the rate of the higher classification next higher in dollars to the rate the employee received in the lower classification. In the case of a permanent transfer an employee, except for an employee who was at the top of his salary scale prior to the transfer, will be credited with seventy-five per cent (75%) of his current anniversary year service in the lower classification and the date for advancement to succeeding salary minimums in the higher classification shall be adjusted accordingly.

(504) Salaries Above Minimum. The minimum wages established herein are minimums only. Salaries above those provided in Section 601 may be paid to an individual employee as recognition of individual merit and performance. The Union may represent employees in bargaining for such salaries.

(505) Night Differential. Any employee, any part of whose shift is worked at any time between 8 p.m. and 8 a.m. shall receive a night differential of \$11.00 (effective January 1, 1997, \$12.00; effective January 1, 1999, \$13.00) for each such shift worked; any employee whose shift commences at or after 7:00 p.m. and before 5:00 a.m. shall receive a night differential of \$13.00 (effective January 1, 1997, \$14.00; effective January 1, 1999, \$15.00) for each such shift worked. There shall be no reduction of

night differential from sick leave, vacation or holiday pay for employees regularly assigned to nightwork.

(505A) So long as 2-10 a.m. is not assigned as a full week's shift, an employee who works the 2-10 a.m. Sunday shift shall work one-half the length of a regular shift on his next shift worked without reduction in salary. Overtime on such next shift shall be paid for work in excess of the half-shift. The 2-10 a.m. Sunday shift will be rotated amongst employees and no employee shall be required to work more than seven such shifts in any calendar year.

(506) Payment of wages shall continue to be made weekly. Effective September 1997, payment of wages shall be made every second week.

(507) The number of employees classified as reporter-photographer in Metropolitan Toronto shall be limited to two (2). An employee classified as reporter-photographer shall receive a differential above the minimum of Group DD of \$12.00 weekly. The Employer shall not accept pictures taken by reporters or stories written by photographers, except in such extraordinary circumstances that would result in loss of the picture or story.

(508) In cases of emergencies affecting the property or materials of the Employer such as wrecks, fire, storms, floods and acts of God (but not applying to news coverage of such emergencies) overtime and all work on holidays or sixth days will be paid at straight time in cash. Such emergency is a situation over which the Employer has no control.

(509) A student participating in a work-study program shall be paid for the first four weeks at the rate of 75% of the "start" rate for the classification to which he is assigned. During the remainder of the work-study program, the student shall be paid at the start rate. A student employed for an evaluation period, which shall not exceed two weeks, shall be paid at the rate of 75% of the start rate for the classification to which he is assigned. The reduced rate may be applied to no more than one evaluation period and/or one work-study program per student.

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

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**ARTICLE 6-WAGES**

(601) The **following minimum** weekly salaries **shall** be in effect during the term of **this** Agreement. The **various** wage rates shall become effective for shifts starting after 12:01 a.m. on the dates shown.

**Group AA**

Ottawa Bureau Chief, ROB News Editor, ROB Assistant Editor, Assistant Foreign Editor, Assistant National Editor, **Focus** Editor, Magazine Managing Editor, Assistant Editor Editorial Board

<u>July 1/96</u>	<u>July 1/97</u>			<u>July 1/00</u>	
\$1,239.86	\$1,258.46	\$1,283.63	\$1,315.72	\$1,348.61	\$1,382.33

**Group A**

Editorial Writer, Editorial Cartoonist, Foreign Correspondent, Columnist, Assistant News Editor, Critic, Project Editor, Magazine Senior Editor, ROB Magazine **Art** Director, **Art** Director-News, Fashion Editor, Destinations **Art** Director, FT Senior Editor, Travel Editor (without Prejudice)

<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
\$1,229.43	\$1,247.87	\$1,272.83	\$1,304.65	\$1,337.27	\$1,370.70

**Group B**

Assistant **Sports** Editor, National correspondent', Editor Social Studies, Assistant **Focus** Editor, Assistant Entertainment Editor, **Senior** Editor

<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
\$1,221.91	\$1,240.24	\$1,265.04	\$1,296.67	\$1,329.09	\$1,362.31

\*National Correspondent

	<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
Start	\$1,114.27	\$1,130.98	\$1,153.60	\$1,182.44	\$1,212.00	\$1,242.31
After 1 Year	\$1,176.78	\$1,194.43	\$1,218.32	\$1,248.78	\$1,280.00	\$1,312.00
After 2 Years	\$1,221.91	\$1,240.24	\$1,265.04	\$1,296.67	\$1,329.09	\$1,362.31

\*An employee newly-hired as a National Correspondent shall be paid in accordance with the "After 2 Years" rate if the employee has at least six (6) years of employment in comparable work. Such an employee who has five (5) years but less than six (6) years of employment in comparable work shall be paid in accordance with the "After 1 Year" rate.

**Group C**

principal Editor, Assistant Photo Editor, Assistant Travel Editor

<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
\$1,206.85	\$1,224.95	\$1,249.45	\$1,280.69	\$1,312.71	\$1,345.52

**Group D**

Copy Editor, Design Editor, Magazine Associate Art Director, Senior Artist, Assistant Chief Librarian, Make-Up Editor, FT Design Editor, Reporter/Copy Editor

	<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
<b>Start</b>	\$711.00	\$721.67	\$736.10	\$754.50	\$773.36	\$792.70
After 1 Yr.	\$738.32	\$749.39	\$764.38	\$783.49	\$803.08	\$823.16
After 2 Yrs.	\$824.56	\$836.93	\$853.67	\$875.01	\$896.88	\$919.31
After 3 Yrs.	\$905.26	\$918.84	\$937.22	\$960.65	\$984.66	\$1009.28
After 4 Yrs.	\$1,002.11	\$1,017.14	\$1,037.48	\$1,063.42	\$1,090.01	\$1,117.26
After 5 Yrs.	\$1,129.29	\$1,146.23	\$1,169.15	\$1,198.38	\$1,228.34	\$1,259.05
<b>Mer 6 Yrs.</b>	\$1,191.82	\$1,209.70	\$1,233.89	\$1,264.74	\$1,296.36	\$1,328.77

**Group E**

Reporter, Photographer, Analyst Researcher, ROB Analyst Researcher

	<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
<b>Start</b>	\$683.68	\$693.94	\$707.81	\$725.51	\$743.65	\$762.24
After 1 Yr.	\$710.99	\$721.65	\$736.09	\$754.49	\$773.35	\$792.69
After 2 Yrs.	\$786.08	\$797.87	\$813.83	\$834.17	\$855.03	\$876.40
After 3 Yrs.	\$866.70	\$879.70	\$897.29	\$919.73	\$942.72	\$966.29
After 4 Yrs.	\$947.61	\$961.82	\$981.06	\$1005.59	\$1,030.73	\$1,056.49
After 5 Yrs.	\$1,114.27	\$1,130.98	\$1,153.60	\$1,182.44	\$1,212.00	\$1,242.31
After 6 Yrs.	\$1,176.78	\$1,194.43	\$1,218.32	\$1,248.78	\$1,280.00	\$1,312.00

**Group F**

Digital Image Enhancer, Administrative Co-ordinator, Ottawa Bureau Administrative Co-ordinator, ROB Graphics Researcher, Editorial Systems Developer

	<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
<b>Start</b>	\$683.68	\$693.94	\$707.81	\$725.51	\$743.65	\$762.24
After 1 Yr.	\$710.99	\$721.65	\$736.09	\$754.49	\$773.35	\$792.69
After 2 Yrs.	\$786.08	\$797.87	\$813.83	\$834.17	\$855.03	\$876.40
<b>Mer 3 Yrs.</b>	\$866.70	\$879.70	\$897.29	\$919.73	\$942.72	\$966.29
After 4 Yrs.	\$947.61	\$961.82	\$981.06	\$1005.59	\$1,030.73	\$1,056.49
After 5 Yrs.	\$1,076.77	\$1,092.92	\$1,114.78	\$1,142.65	\$1,171.22	\$1,200.50

**Group G**

FT Production Technician, Librarian

	<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
<b>Start</b>	\$664.96	\$674.93	\$688.43	\$705.64	\$723.29	\$741.37
After 1 Yr.	\$679.84	\$690.04	\$703.84	\$721.43	\$739.47	\$757.96
After 2 Yrs.	\$769.66	\$781.20	\$796.83	\$816.75	\$837.17	\$858.10
After 3 Yrs.	\$853.57	\$866.37	\$883.70	\$905.79	\$928.44	\$951.65
<b>Mer 4 Yrs.</b>	\$943.26	\$957.41	\$976.56	\$1000.97	\$1,026.00	\$1,051.65
After 5 Yrs.	\$985.49	\$1000.27	\$1,020.28	\$1,045.78	\$1,071.93	\$1,098.73

**Group H**

Darkroom Technician, Librarian Assistant, Editorial Assistant

	<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
<b>Start</b>	\$627.52	\$636.93	\$649.67	\$665.91	\$682.56	\$699.63
After 1 Yr.	\$657.66	\$667.52	\$680.88	\$697.90	\$715.34	\$733.23
<b>After 2 Yrs.</b>	\$736.86	\$747.91	\$762.87	\$781.94	\$801.49	\$821.53
After 3 Yrs.	\$827.35	\$839.76	\$856.56	\$877.97	\$899.92	\$922.42
After 4 <b>Yrs.</b>	\$934.58	\$948.60	\$967.57	\$991.76	\$1,016.55	\$1,041.97

Group I  
Library Technician

	<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
Start	\$557.00	\$565.36	\$576.66	\$591.08	\$605.86	\$621.00
Mer 1 Yr.	\$597.80	\$606.77	\$618.90	\$634.37	\$650.23	\$666.49
Mer 2 Yrs.	\$674.30	\$684.41	\$698.10	\$715.56	\$733.44	\$751.78
After 3 Yrs.	\$735.50	\$746.53	\$761.46	\$780.50	\$800.01	\$820.01

Group J  
Library Clerk, Head Editorial Clerk

		<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	
Start	\$518.63	\$526.41	\$536.94	\$550.36	\$564.12	\$578.22
After 6 Months	\$533.35	\$541.35	\$552.18	\$565.98	\$580.13	\$594.63
After 1 Yr.	\$560.29	\$568.69	\$580.07	\$594.57	\$609.43	\$624.67
After 2 Yrs.	\$600.32	\$609.32	\$621.51	\$637.05	\$652.98	\$669.30
Mer 3 Yrs.	\$658.34	\$668.22	\$681.58	\$698.62	\$716.08	\$733.99

Group K  
Editorial Clerk

	<u>July 1/96</u>	<u>July 1/97</u>		<u>July 1/99</u>	<u>July 1/00</u>	
Start	\$531.28	\$539.25	\$550.03	\$563.79	\$577.88	\$592.33
After 6 Months	\$556.64	\$564.99	\$576.29	\$590.70	\$605.46	\$620.60
Mer 1 Yr.	\$585.61	\$594.39	\$606.28	\$621.44	\$636.98	\$652.90
After 2 Yrs.	\$627.88	\$637.30	\$650.04	\$666.30	\$682.95	\$700.03

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

The July 1999 salary grids are based on a two and one-half per cent (2.5%) increase over the July 1, 1998 salary grids. For every full one-half per cent (0.5%) increase in the Consumer Price Index for Toronto (1986 = 100) which exceeds two and one-half per cent (2.5%), comparing June 1998 to June 1999, there will be a one-half per cent (0.5%) increase in the July 1, 1999 wage grids. The one-half per cent (0.5%) increases will be capped such that the total negotiated wage increase (2.5%) when added to C.P.I. adjustments shall not exceed four per cent (4.0%).

The July 2000 salary grids are based on a two and one-half per cent (2.5%) increase over the July 1, 1999 salary grids. For every full one-half per cent (0.5%) increase in the Consumer Price Index for Toronto (1986 = 100) which exceeds two and one-half per cent (2.5%), comparing June 1999 to June 2000, there will be a one-half per cent (0.5%) increase in the July 1, 2000 wage grids. The one-half per cent (0.5%) increases will be capped such that the total negotiated wage increase (2.5%) when added to C.P.I. adjustments shall not exceed five per cent (5.0%).

The July 2001 salary grids are based on a two and one-half per cent (2.5%) increase over the July 1, 2000 salary grids. For every full one-half per cent (0.5%) increase in the Consumer Price Index for Toronto (1986 = 100) which exceeds two and one-half per cent (2.5%), comparing June 2000 to June 2001, there will be a one-half per cent (0.5%) increase in the July 1, 2001 wage grids. The one-half per cent (0.5%) increases will be capped such that the total negotiated wage increase (2.5%) when added to C.P.I. adjustments shall not exceed five per cent (5.0%).

**ARTICLE 7-VACATIONS**

(701) Subject to 707, employees who will have completed specified periods of service by September 1 of each year shall receive an annual vacation with full pay on the following basis:

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

After one year of continuous service - Three weeks annually.

After five years of continuous service - Four weeks annually.

After thirteen years of continuous service - Five weeks annually.

Effective from the vacation year commencing September 1, 1999,

Mer eleven years of continuous service - five weeks annually.

Effective from the vacation year commencing September 1, 2001,

After ten years of continuous service - five weeks annually.

After twenty-five years of continuous service - Six weeks annually.

Effective from the vacation year commencing September 1, 2000,

After twenty-three years of continuous service, six weeks annually.

(702) Vacations in each vacation group shall be arranged by the Employer according to seniority. In no event shall an employee be required to take his vacation prior to May 15 or after September 30. Employees entitled to three, four, five or six weeks' vacation may be required to take one week of a three week vacation, two weeks of a four or five week vacation or three weeks of a six-week vacation outside the vacation period in order to accommodate the right of all eligible employees to take their choice by seniority of two weeks' vacation within the vacation period. Employees who fail to select vacation dates prior to May 1 may lose the privilege of selection to which their seniority entitles them. Granting of vacations shall be confirmed in writing when requested.

(703) An employee whose vacation time includes a recognized holiday(s) as defined in Section 801 shall receive an additional day(s) of vacation, or by mutual consent, he shall receive an additional day's pay at his straight-time rate in lieu of the additional day.

(704) All vacations for service to September 1 are to be completed by the following March 31, except upon agreement between the employee and the department head.

(705) Employees who are entitled to six (6) weeks' vacation shall have the right in any year to save their sixth week of vacation to be taken only immediately prior to retirement. In the event of an employee's termination or death prior to taking such vacation time, vacation pay owing shall be paid to the employee or his estate.

(706) Upon termination of employment an employee (or his estate in case of death) shall receive accrued vacation pay at the rate of one day's pay for each 25 work days following the last previous September 1 for those entitled to less than a three-week vacation; for each 16 work days following the last previous September 1 for those entitled to a three-week vacation; for each 12 work days following the last previous September 1 for those entitled to a four-week vacation; for each 10 work days following the last previous September 1 for those entitled to a five-week vacation, for each 8 work days following the last previous September 1 for those entitled to a six-week vacation plus pay for any vacation previously earned but not taken.

(707) An employee who has an unpaid leave of absence in excess of fifteen (15) calendar days in the relevant vacation year shall have the vacation period and pay adjusted accordingly on a pro-rata basis. If the employee has completed the vacation period prior to the unpaid leave of absence in excess of fifteen (15) calendar days, the proration will be effective in the following vacation year.

Notwithstanding the foregoing, the vacation period and vacation pay of an employee who will return to work at the end of a pregnancy leave and parental leave in respect of the birth of her child shall not be prorated in respect of such leave, up to the maximum period of entitlement for such leaves prescribed by the Employment Standards Act. Similarly, the vacation period and vacation pay of an employee who returns to work from parental leave shall not be prorated in respect of such leave, up to the maximum period of time prescribed for parental leave under the Employment Standards Act. An employee who terminates employment during or at the conclusion of pregnancy leave, parental leave, maternity leave or extended leave or less than one (1) month after completing such leave shall not be entitled to vacation pay in respect of the period of leave and shall reimburse the Employer for any such pay which has been received.

(708) Notwithstanding the above, effective from September 1, 1996, part-time and temporary employees who will have completed specified periods of service by the next September 1 shall be paid their vacation pay with each salary payment as follows:

- Less than 5 years - 6% of gross earnings
- After 5 years - 8% of gross earnings
- After 13 years - 10% of gross earnings
- Effective September 1, 1999,
- After 11 years - 10% of gross earnings,
- Effective September 1, 2001,
- After 10 years - 10% of gross earnings
- After 25 years - 12% of gross earnings
- Effective September 1, 2000,
- Mer 23 years - 12% of gross earnings

In addition, such employees shall be entitled to vacation time off without pay on the same basis as regular full-time employees, if requested by the employee. All vacation pay accrued by such employees as of August 31, 1996 shall be paid to the employees in September 1996.

#### ARTICLE 8-RECOGNIZED HOLIDAYS

(801) The following holidays are recognized New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day. When any of the aforementioned holidays falls on a Sunday it shall be observed on the day designated as the holiday. The holiday shifts shall be those starting within the 24-hour period of the recognized holiday.

Employees shall also be entitled to a holiday on their birthday.

If an additional holiday not recognized herein is declared by government statute during the term of this Agreement the new holiday will also be recognized as a holiday.

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

(803) Employees who are required to work on a holiday shift shall be paid a minimum of a full day's pay at the rate of two times their straight time rate in addition to their regular weekly salary. Authorized overtime worked on a holiday shall be paid at the rate of two times the straight time rate.

By mutual agreement with the Department Head, the employee may choose equivalent time off in lieu of all or part of the holiday premium pay and overtime pay specified above. The Employer reserves the right to limit the amount of time off to be accumulated by an employee. Time off shall be taken at a mutually agreed time and a request to take time owing shall not be unreasonably denied. Granting of time owing shall be confirmed in Writing when requested.

(804) An employee whose regular day off falls on a recognized holiday shall receive an additional day off at another date. It is understood that if an employee's regular day off and birthday both fall on a day designated as one of the nine other recognized holidays in Section 801, the employee will receive two additional days off at another date.

(805) In a pay week which includes a recognized holiday, work on either or both of the scheduled days off shall be at the overtime rate in spite of the fact that the employee has worked only 4 scheduled days in the pay week (3 scheduled days if the employee's birthday occurs in the pay week) by reason of having the holiday off.

#### ARTICLE 9-GROUP INSURANCE AND RETIREMENT

(901) The Employer shall maintain the Group Life Insurance Plan, or a Plan providing at least equal

benefits, in effect at the time of the signing of this Agreement during the life of this Agreement for full-time employees who have completed their probationary period. Such employees are required to participate in The Globe and Mail Group Life Insurance Plan.

An employee may select coverage equal to \$6,000 or equal to one and one-half times his annual salary at the base rate or two times his annual salary at the base rate. The Company will pay the cost of the first \$6,000 of coverage. For coverage in excess of \$6,000 the employee shall pay 50% of the premium cost per thousand dollars of insurance and the Company shall pay the balance.

(902) The Canadian Newspapers Bargaining and Hourly Employees' Retirement Plan - The Globe and Mail Division providing a retirement program for employees now covered by this Agreement shall be continued by the Employer during the life of this Agreement.

The Employer agrees to continue during the term of the Agreement payment of the Employer's matching contribution to the Canada Pension Plan without requiring reduction in The Canadian Newspapers Bargaining and Hourly Employees' Retirement Plan - The Globe and Mail Division.

#### ARTICLE 10-SICK LEAVE

(1001) Sick leave shall be granted to employees in accordance with past established practice.

Employees who have completed less than three months of service shall claim Employment Insurance benefits.

Employees who have completed three months but no more than three years of service shall be entitled to eight weeks of sick leave at full pay and an additional seven weeks of sick leave at no less than 66.66 per cent of salary up to the Employment Insurance maximum benefit. Employees with more than three years of service shall be entitled to fifteen weeks of sick leave at full pay.

After fifteen weeks of sick leave with pay, the employee shall claim Employment Insurance benefits. The Employer will review the matter of future sick pay at that time.

The Employer will give special consideration to the case of an employee who is ineligible for Employment Insurance sick benefit pay or who is still unable to return to work, due to the illness, when the Employment Insurance sick benefits expire.

In any event the employee shall receive in total no less in such benefits than he would have by past established practice.

(1002) No deductions for sick leave shall be made from overtime or vacation credited or to be credited to the employee.

(1003) The Employer shall pay, on behalf of employees who have completed three (3) continuous months of service, the full monthly premium of the

Ontario Health Insurance Plan, the Extended Health Care Plan (~~\$10/\$20 deductibles~~; including hearing aids coverage with a \$300 lifetime maximum per person (effective January 1, 1997, \$500 lifetime maximum per person); including coverage for Repetitive Strain Injury assessment **and** treatment performed by the Clinic of Injury and Disease Response or any other health care providers agreed to by the Union and the Employer with lifetime maximums of Electromyography - \$1,000, Stage 1 treatment - \$800, Stage 2 treatment - \$3,000, Stage 3 treatment - \$4,500; and including coverage ~~for~~ glucometer and points), the Vision Care Plan (\$200 maximum per person every 24 months; effective July 1, 1999, \$250 maximum per person every 24 months), a long term disability plan (60% of salary), and one-half the monthly premium of the Hospitalization Plan, and one-half the cost of the monthly premium of a dental plan for those with such coverage. The ~~dental~~ plan will include coverage for caps and ~~crowns~~. Payment for covered ~~services~~ of the **Dental** Plan will be ~~as~~ specified in the 1994 Fee Guide for General Practitioners of the Ontario **Dental** Association; effective January 1, 1997, the 1995 Fee Guide for General Practitioners of the O.D.A.; effective January 1, 1998, the 1996 Fee Guide for General Practitioners of the **Ontario** Dental Association; effective January 1, 1999, the 1997 Fee Guide for General Practitioners of the Ontario Dental Association; effective January 1, 2000, the 1998 Fee Guide for General Practitioners of the Ontario **Dental** Association; effective January 1, 2001, the 1999 Fee Guide for General Practitioners of the Ontario **Dental** Association; effective January 1, 2002, the 2000 Fee Guide for General Practitioners **of** the Ontario Dental Association. The Employer may change Carriers as long ~~as~~ equivalent or superior coverage is provided, subject to Section 1004.

(1004) The Employer will notify the Union in writing at least ~~thirty~~ (30) ~~days~~ prior to the implementation of any change in coverage in a benefit plan listed in Section 1003. There ~~shall be~~ **no** reduction in the benefits provided by the benefit plans listed in section 1003.

(1005) Upon request, the Employer agrees to meet with the Union to discuss the disposition of any Unemployment Insurance premium rebates.

#### ARTICLE 11 - SEVERANCE PAY

(1101A) Upon dismissal for any reason other than for gross misconduct or for self-provoked dismissal for the purpose of collecting severance pay, an employee shall receive cash severance pay in a lump ~~sum~~ equal to one week's pay for ~~every~~ 5 months' continuous service or major fraction thereof up to a maximum ~~of~~ 52 weeks' salary. Such pay shall be computed at the ~~salary~~ which ~~was~~ being paid at the time of dismissal.

(1101B) Where the termination of employment provisions of section 13, subsection 1 or 2 of the

Employment Standards Act of Ontario and the Regulation under Part II thereof, or any legislation in substitution or amendment that makes no substantial change thereof, are applicable, severance pay for affected employees upon dismissal ~~will~~ be calculated on the following basis:

(i) If an affected employee is required to work each week of the stipulated notice of termination period and provided he so works, severance pay will be calculated in accordance with section 1101 (a).

(ii) If an affected employee is not required to work during all or a part of the stipulated notice period, the amount of severance pay will be reduced by the amount of pay the employee receives for that portion of the notice period that he was not required to work in excess of two weeks.

**(1102)** When dismissal to reduce staff is by reason ~~of~~ the introduction ~~of~~ new processes ~~and/or~~ equipment ~~and/or~~ methods, the employee shall receive dismissal pay in a lump sum equal to one (1) week's pay for every five (5) months' continuous service or major fraction thereof up to a maximum of ~~fifty-two~~ **(52)** weeks' wages plus a further fifteen per cent (15%) of said lump sum plus a further five hundred dollars (\$500).

#### ARTICLE 12 - EXPENSES AND EQUIPMENT

(1201) Upon submission of expense reports in the prescribed form and properly supported by vouchers where obtainable, the Employer shall pay all legitimate expenses incurred by employees in the service ~~of~~ the Employer. Employees will not be required to provide an automobile for Company business. Any employee who elects to use his automobile must provide the Employer with satisfactory ~~proof~~ of business insurance for such use. The Employer ~~shall~~ provide a mileage allowance to employees who are authorized to use their automobile for Company business at the rate ~~of~~ **33.23** cents per kilometer effective July 1, 1996, adjusted quarterly thereafter commencing October 1, 1996, based ~~on~~ the "Private Transportation" item ~~of~~ the Consumer Price Index by City for Toronto using quarterly averages adjusted from the first quarter average in 1996.

(1202) The Employer agrees to furnish automobiles for photographers and ~~reporter-photographers~~ for use in the service of the Employer.

(1203) Upon submission of appropriate expense ~~data~~, properly supported by an incident report, the Employer shall continue the practice of paying for repairs for damages to any employee's automobile directly or largely caused by driving under extraordinary conditions ~~on~~ company business.

(1204) Necessary working equipment ~~shall~~ be provided to employees and paid for by the Employer. Maintenance of personally owned portable typewriters authorized for use in the service of the Employer shall ~~be~~ provided by the Employer.

Ownership of photographic equipment shall not be a condition of employment. Photographers who are authorized to use their own equipment in the service of the Employer shall be paid a quarterly rental of \$500 effective July 1, 1996 for all such equipment; reporter-photographers who are authorized to use their own equipment in the service of the Employer shall be paid a quarterly rental of \$260 effective July 1, 1996 for all such equipment. The Employer shall pay costs of servicing and repairing personally owned photographic equipment when the servicing or repairing arises out of use for the Company and shall continue its policy of paying for insurance coverage of such equipment reported in writing to and accepted by the Company.

#### ARTICLE 13-LEAVES OF ABSENCE

(1301) Upon request the Employer shall grant employees leaves of absence without pay for good and sufficient cause providing such leave does not cause unreasonable disruption of operations.

(1302) If an employee is elected or appointed to any office or position of the Communications, Energy and Paperworkers Union of Canada, or CLC or office or position of a local of the Communications, Energy and Paperworkers Union of Canada, or office or position with any organization with which the Communications, Energy and Paperworkers Union of Canada is affiliated, such employee, upon his request, shall be given a leave of absence without pay and shall be reinstated in the same or a comparable position upon the expiration of such leave. Except for emergencies, a request for a leave of absence of five (5) working days or less shall be made at least forty-eight (48) hours in advance and a request for a leave of absence which extends to more than five (5) working days shall be made at least two (2) weeks in advance.

(1303) Leaves of absence without pay upon request shall be granted to employees elected or appointed delegates to conventions of the Communications, Energy and Paperworkers Union of Canada, or CLC or any organization with which the Communications, Energy and Paperworkers Union of Canada is affiliated, and to delegates to special meetings called by the Communications, Energy and Paperworkers Union of Canada, or by any branch thereof, or by any organization with which the Communications, Energy and Paperworkers Union of Canada is affiliated. Except for emergencies, a request for a leave of absence of five (5) working days or less shall be made at least forty-eight (48) hours in advance and a request for a leave of absence which extends to more than five (5) working days shall be made at least two (2) weeks in advance.

(1304) Jury Duty. Employees called to serve on juries, or subpoenaed as a witness in a judicial proceeding, shall receive their regular weekly salary during periods of such service. It is expressly agreed that this section shall not apply to employees called

or subpoenaed as witnesses or participants in proceedings between the parties of this Agreement, e.g., arbitration hearings.

(1305) In the event of a death in the immediate family, i.e., parent, grandparent, child, spouse, brother, sister or parent-in-law, a regular employee will be granted bereavement leave for the purpose of making funeral arrangements or attending the funeral. Pay for such leave will be limited to a maximum of three scheduled working days. One additional day may be granted (total four) if funeral outside Continental North America. Upon request, bereavement leave with or without pay may be granted or extended in special circumstances not covered by this Agreement.

(1306) (a) Unpaid pregnancy leave and parental leave shall be granted as provided by the Ontario Employment Standards Act and shall be governed by the terms of that Act.

(b) A request for an additional period of unpaid maternity leave in respect of the birth of an employee's child, consecutive with the leaves referred to in (a), shall not be unreasonably denied, provided that the total length of pregnancy leave, parental leave and maternity leave combined will not exceed twelve (12) months.

(c) A request by an employee who does not qualify for the leave referred to in (b), for an additional period of extended leave in respect of the birth or adoption of the employee's child, consecutive with parental leave, shall not be unreasonably denied, provided that the total length of parental leave and extended leave combined will not exceed twelve (12) months.

(d) An employee on pregnancy leave, parental leave, maternity leave or extended leave will continue to participate in the benefit plans listed in section (1003), the Group Life Insurance Plan, the Glite and Mail Accident Insurance Plan and the Retirement Plan with the employee and Employer each continuing to make the usual contributions unless the employee elects in writing not to do so.

(e) The Employer will establish a supplemental unemployment benefit (SUB) plan effective July 1, 1992, or as soon thereafter as all necessary rulings and approvals, including those required to allow the Employer to deduct all SUB payments for income tax purposes are received. The SUB plan will provide a payment to an employee on pregnancy leave for the birth of her child who has applied for and qualifies for pregnancy benefits under the Unemployment Insurance Act, equal to the amount of the weekly unemployment insurance benefit she will receive, and paid for each of the two (2) weeks in her waiting period under the Unemployment Insurance Act. An employee who terminates employment during or at the conclusion of pregnancy leave, or less than one (1) month after completing such a leave shall reimburse the Employer for any SUB benefits which she has received.

(1307) **During** each calendar year on a non-cumulative basis, an employee may take up to two (2) days' leave of absence with pay as a result of a family emergency or sickness of or injury to a member of the employee's immediate family. One (1) of these days may be used for paternity leave. One of these days may be used for personal emergency which requires the employee to be absent from work. Any unused ~~day(s)~~ are to be taken between Christmas and New Year's, if operationally feasible. **This** entitlement shall satisfy the **first** two (2) days of any statutory entitlement to family, personal or similar leave introduced during the term of **this** collective agreement.

(1308) Leaves provided for in Article 13 shall not constitute breaks in continuity of service, but such unpaid leave in excess of **fifteen (15)** calendar days in a year shall not be considered service time in the computation of benefits dependent upon length of service nor in **computing** length of service for the purpose of wages or wage progression.

Leaves provided for in Article 13 shall be considered service time in the computation of severance or dismissal pay with the exception that time in excess of twenty-four (24) continuous months **on** a leave pursuant to Article 1302 shall not be considered service time in the computation of severance or dismissal pay.

Notwithstanding the foregoing, any pregnancy leave **and/or** parental leave granted to an employee under the provisions of the **Employment Standards Act** as set out in section 1306(a) of **this** Agreement will, up to the maximum period of entitlement **for** such leaves prescribed by the **Act**, be considered **service** time in the computation of benefits **dependent on** length of service and in computing length of service for the **purpose** of wages or wage progression.

(1309) Employees shall be entitled to participate in a deferred compensation leave plan in accordance with the Letter of Understanding which is attached to and forms **part** of **this** Agreement

#### ARTICLE 14-PART-TIME **AND** TEMPORARY EMPLOYEES

(1401) A part-time employee is one who is hired or **returns** from sick leave to work regularly not more than **twenty-eight (28)** hours (80%) in the work week. **Any** part-time employee may work the hours of a regular full-time employee to cover vacations as provided in (a) below without affecting his or her part-time status and every effort will be made to first offer such work to regular part-time employees. A temporary employee is one employed for full or part-time work

[a] for a period of up to five (5) months to cover for vacations; or a period of up to four (4) months, plus one (1) month in segments of not less than five (5) working days;

(b) to cover an approved leave of absence, including sickness, for the duration of such absence;

(c) for other reasons or special projects for periods up to four (4) months.

Except for the one (1) month period described in (a) above, temporary employees shall not be eligible to be re-hired as temporary employees within a period of one year from the date their temporary employment first commenced. The Union shall be notified in **writing** as to the reason for such employment, and its expected duration when known. **If**, within four weeks of the end of employment as a temporary employee, an individual is re-hired as either a regular or temporary employee, the employee's service shall be deemed to be continuous. (1402) Part-time and temporary employees shall not be employed for work normally or appropriately performed by regular **full-time** employees, where, in effect, such employment would **eliminate** or displace a regular or full-time employee.

(1403) Part-time and temporary employees are covered by all provisions of **this** contract, except those for which eligibility is regular full-time employment. **This** Section shall be applied as described in Appendix A of **this** Agreement for those benefits listed in Appendix A.

Temporary employees hired to cover for vacations during the period of April 15 to September 30 shall not be eligible for the Extended Health Care, Semi-Private Hospitalization, Dental and Long Term Disability Plans unless such an employee is eligible based **on** service prior to commencing the employment to **cover** for such vacations.

(1404) Part-time employees shall be paid on an hourly basis equivalent to the weekly minimum salary provided for their classification and experience.

(1405) A part-time employee shall advance on the schedule of minimum salaries and shall receive all benefits depending **on** length of service according to the length of his employment with the Employer, and not according to the actual hours worked. Effective February 14, 1977, in computing length of service for the purpose of advancement in the wage scales, part-time employees shall be credited with one and one-half times their **actual** hours worked, to a maximum of the unit of hours constituting a normal work week as described in Article 4.

#### ARTICLE 15-TRANSFERS

(1501) **An** employee may be transferred by the Employer from Toronto to another enterprise in the same city, or to another city, whether in the same enterprise or in other enterprises conducted by the Employer, or by a subsidiary, related or parent company of the Employer only upon the mutual consent of the Employer and the employee. The Employer shall pay reasonable transportation and other moving expenses of the employee and family. There shall be no reduction in salary or impairment of



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other benefits as a result of such transfer except upon the mutual consent of employee, Employer and **Union**.

(1502) The Employer agrees not to transfer an employee to a position outside the bargaining unit without the employee's consent. **An** employee will not be penalized for refusing to accept such a transfer.

The Employer **shall** make every effort not to transfer an employee against his or her wishes, to a classification in another group. A complaint by **an** employee about such a transfer shall be dealt with, if necessary, under the provisions of the grievance procedure. There will be no reduction in salary or impairment of benefits for anyone **so** transferred.

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

ARTICLE 16-MISCELLANEOUS

(1601) Bylines. An employee's byline shall not be used over **his** protest.

(1602) Bulletin **Boards**. The Employer agrees to provide bulletin boards in appropriate places for the use of the **Union**.

(1603) Struck Work The **Union** reserves to its members the right in each particular instance to refuse to handle work which the **Union** has declared as destined to or emanating from other struck offices which affects the interests of the **Union**.

**Union** members shall not be required to cross a picket line at the premises of the Employer because **of a lawful** strike by Union members who are employees in another **Union** bargaining unit of the Employer, provided such members exercise such option when first confronted by such picket line. Such **Union** members will not be paid for the time they are **absent** from work but their jobs will not be in jeopardy because they are exercising such option. Absence provided for in this Article shall not constitute breaks in **continuity** of service, but shall not be considered service time in the computation of benefits dependent **upon** length of service. The Employer shall not be liable for his share of financial benefits provided in this Agreement during such absence.

(1604) Outside Activity. Employees of the Employer shall be free to engage in any activities outside of working hours provided such activities do not consist of service performed for publications in direct competition with the Employer or in other media when such performance would not be compatible with the competition of The Globe and Mail with other Toronto daily newspapers, and provided further that without permission no employee shall exploit his connection with the Employer in the course of such activities. Employees shall make all reasonable efforts to **arrange as** a condition of sale of any **non-fiction** to any outside enterprise published in

Canada that the enterprise identify **him** as a Globe and Mail employee in connection with the use of the material. Non-fiction articles written or to be written by employees shall first be offered to the Employer for use in its publication. The Employer acceptance or rejection shall be given within five days. If such material is accepted by the Employer, the rates paid in each instance shall be reasonably competitive.

(1605) Re-Use and Syndicate Compensation. When the product of an employee's work is made available by the Employer to any enterprise other than the one in which he is employed, the Employer shall compensate said employee for such other use out of the net proceeds received after deducting any expenses incurred in the sale of the material and on the assignment which produced the material in a reasonable amount **as** may be agreed upon between the Employer and the employee and the Union.

(1605A) All copy paid for by advertisers shall be distinct from editorial copy, with no reference to The Globe and Mail's editors or reporters. The writing and editing of such copy shall not be considered part of the duties of an employee in the editorial department covered by **this** Agreement and shall not be paid for as such.

(1606) Before publishing letters to the Editor concerning the work of an employee, the Employer shall endeavor to show the letter to the employee.

(1607) Employees shall have the right to examine the Employer's Human Resource and/or Departmental personnel file, if any, on the employee during business hours, to obtain copies of anything contained therein, and to have recorded in the file the employee's comments on anything contained in the file.

(1608) All reference to the Employer shall mean the Employer or his representative.

(1609) In all cases where notice to the **Union** is required, such notice shall be addressed to the Chairperson of The Globe and Mail **Unit** at the offices of the **Union**.

(1610) As required by the Labour Relations Act, there shall be no strike or lockout **as** long as this Agreement continues to operate.

(1611) Where the masculine **is** used in **this** Agreement, it shall be deemed to include the feminine.

ARTICLE 17-GRIEVANCE PROCEDURE

(1701) The Union shall designate a committee of its **own** choosing, including not more than three employees, to deal with the Employer or **his** authorized agent on any matter arising from the application of this Agreement or affecting the relations of the employees and the Employer.

(1702) The parties agree to meet within five days after request for such meeting. Efforts to adjust grievances shall be made **on** Company time.

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The parties agree that the processing of grievances, including referrals to arbitration, shall be carried out as promptly as is reasonably possible.

(1703) Any matter, except renewal of this contract may be a difference between the parties and if not satisfactorily settled within thirty (30) days of its first consideration may be submitted by either party to final and binding arbitration. Any such matter not referred to arbitration within ninety (90) days of its first consideration shall not be arbitrable. Within ten (10) days of requesting arbitration, the party making the request shall submit to the other the name of the arbitrator who will represent the party requesting arbitration, and within ten days the other party shall by written notice name the arbitrator who will represent it. The arbitrators thus named shall jointly select an impartial third person who shall be chairman of the arbitration board. If the two arbitrators selected by the parties are unable to select a third arbitrator within ten (10) days of the appointment of the second arbitrator, the parties to this Agreement shall request the Minister of Labor for Ontario to appoint the third arbitrator. Any of the aforementioned time limits may be extended by mutual consent of the parties to this Agreement.

(1704) The Employer and the Union shall defray the expenses of their respective appointees to the arbitration board, and the expenses of the third arbitrator shall be borne equally by the Employer and the Union, except that neither party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

(1705) Notwithstanding the thirty (30) day time limit specified in Section 1703, either party may refer to final and binding arbitration a grievance arising out of a dismissal of an employee that is not satisfactorily settled within fifteen (15) days of the date of such dismissal. The parties may agree to a single arbitrator to hear a dismissal grievance.

(1705A) An arbitrator or arbitration board shall have no power to modify, amend or add to the terms of this Agreement, nor to make any decision inconsistent therewith.

(1706) Employees shall have the right to have a steward present at any disciplinary or dismissal meeting with the Employer, any meeting with the Employer concerning a warning for absenteeism, and any meeting called with the employee to investigate alleged serious misconduct on the part of the employee where, because of the circumstances of the alleged misconduct, it is likely that a suspension or dismissal would be imposed. The Employer shall advise the employee of this right prior to such a meeting.

Employees shall be notified in writing of the grounds for any written warning, suspension or dismissal with a copy to the Union in the case of a final warning, suspension or dismissal.

Where practicable, before disciplining or dismissing an employee, the Employer will endeavour

to give the employee an opportunity to provide an explanation.

#### ARTICLE 18-MILITARY SERVICE

(1801) An employee who has left or leaves the employment of the Employer to enter any kind of military service of the Canadian or Allied Governments during a state of war or under enforced military service shall, on release from such service, resume his position or a comparable one with a salary not less than that prevailing on his return for his experience rating on leaving.

(1802) Time spent in such service on or after September 3rd 1939, shall be considered service time with the Employer in computing severance pay, length of vacations, and all other benefits which depend in whole or in part upon the length of service with the Employer. Such service need not be credited in determining the employee's experience rating on return.

(1803) An employee leaving for such service shall receive accrued vacation pay.

(1804) If an employee, upon his return from such service, is found to be physically incapacitated to the extent that he is unable to resume his former employment, the Employer agrees to make all efforts to place him in other acceptable employment and shall consult with the Union thereon. If such other employment is not found the employee shall receive his severance pay.

(1805) To ensure the benefits of this Article, application for resumption of employment must be made within 90 days after termination of such service, plus travel time from separation centre to place of employment.

(1806) An employee promoted to take the place of one entering such service may, upon the resumption of employment by such employee, be returned to his previous position and salary but at not less than the then current minimum for that position. An employee so promoted, and while such promotion is temporary, shall continue to accumulate experience credit in the classification from which he was promoted.

(1807) An employee hired as a replacement for one entering such service shall be covered by all the provisions of this Agreement, except by this military service clause, and except that such employee, on entering such service, shall be construed to be a dismissed employee and shall be given accumulated severance pay and pro-rata vacation pay.

(1808) An employee hired as a replacement for one entering such service shall be given preference over any new employee in filling a vacancy for which both are equally qualified other than the one caused by an employee entering such service.

#### ARTICLE 19-HIRING

(1901) If the Employer finds it necessary to fill vacancies or requires additional employees, he shall so notify the Union.

(1902) The Employer agrees that when hiring it will not discriminate on the basis of membership or activity in the Union; nor on the basis of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, ~~sexual~~ orientation, age, record of offences, marital status, family status or handicap contrary to the provisions of the Ontario Human Rights Code.

(1903) The Employer agrees not to have or enter into any agreement with any other Employer binding such other Employer not to offer or give employment to the employees of the Employer.

(1904) The Employer shall post notices of vacancies within the Union's bargaining units for at least seven (7) days. Such notices shall use the proper classification title under this Agreement to describe the job where applicable and shall specify, if not specified in the contract, the salary grid and that premiums or bonuses are paid for the position. Advertising for candidates to fill such vacancies may commence no sooner than the first day of posting of the notice. Copies of such notices shall be sent to the Union office.

The Employer agrees to interview all applicants from within the Union's bargaining units. The Employer shall notify the applicants of the hiring decision before a general announcement is made. Applicants shall be notified of the status of their application within thirty (30) days.

The Employer shall post notices at least four (4) times a year inviting applications for positions in the Editorial bureaus. Such notices shall indicate the year of appointment of the incumbent in each bureau, which positions the Employer is currently attempting to fill, and any new bureaus or new positions in existing bureaus. In addition, separate notices will be posted to announce new bureaus or new positions in existing bureaus and unanticipated vacancies in bureau positions arising between the quarterly notices. All applicants for bureau positions which are vacant and which the Employer is seeking to fill will be interviewed before those positions are filled.

(1905) Notwithstanding Section 1904, the Employer shall not be required to interview an applicant who has been interviewed within the previous three (3) months for a position in the same department requiring similar skills, abilities and qualifications. However, such an applicant shall be considered for the position.

(1906) The Employer will post a notice to inform employees of beats which the Employer intends to establish or which are not currently assigned and which the Employer intends to assign. Any employee who applies to such a posted notice will be given an interview before such beat is assigned unless he has been interviewed regarding that beat in the last six (6) months.

The Employer shall post notices at least twice a year inviting employee expressions of interest

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

#### ARTICLE 20-SECURITY

(2001) There shall be no dismissal or any form of discipline of employees except for just and sufficient cause, subject to Section (2012).

(2002) There shall be no dismissals of or other discrimination against any employee because of his membership or activity in the Union; nor as a result of this Agreement coming into effect, nor on the basis of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap contrary to the provisions of the Ontario Human Rights Code. The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment. The Employer will not tolerate sexual harassment of employees.

(2003) Termination notice will be in accordance with the provisions of The Employment Standards Act of Ontario. Notwithstanding the foregoing it is understood that in the w e of an economy dismissal in Section 2004, or a reduction in staff in Section 2004A, there will be a minimum of eight weeks' notice. In the w e of a dismissal for alleged incompetence, at least two weeks' notice will be given and one week's notice will be given for any other dismissal except dismissal for gross misconduct, in which case no advance notice of dismissal need be given. Termination notice shall be in writing to the employee with a copy to the Union and shall give the reason for the dismissal.

(2004) (a) Economy dismissals shall be made only when in the opinion of the Employer failure to reduce the staff would impair the financial stability of The Globe and Mail, or that the efficient production of The Globe and Mail would be impaired if such dismissals did not occur. In such circumstances, before any such dismissals are made the Employer and the Union will discuss other means of effecting necessary economies.

(b) There shall be no dismissals for a period of three weeks after a decision to reduce the force has been made in accordance with 2004 (a). During this time, employees in the classifications involved may offer to resign in return for severance pay. Such a resignation will be effective eight (8) weeks after the offer to resign is accepted. The Employer may release the employee sooner provided the employee is paid until the effective date of the resignation.

The offer to resign will be accepted in the order of the total length of service of the employees from the affected classification, provided that the

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

(c) Employees will be dismissed within each classification on the basis of the reverse order of their total length of service since last hired provided the capabilities of the employees concerned are relatively **equal** and provided those **remaining** are qualified to perform the work required. Classification means a job classification listed within a wage group in Article 6 - Wages.

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

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

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

(g) The employees ultimately dismissed shall be entitled to severance pay provided by Section 1101(a).

(2004A) The Employer has a right to introduce and use new processes or new equipment or machinery. The Employer will provide three months' notice to the Union prior to the introduction of new processes or new **types** of equipment or machinery when such introduction would result in reduction in staff (other than employees probationary at the time the notice is given). For employees hired prior to **January 1, 1977**, the Employer agrees to effect by attrition any reduction in staff (other than probationary employees) resulting from the **introduction** of new **processes** or new equipment or machinery. The employer will provide **retraining** to qualify employees for **relocation** and such retraining will be at the time and expense of the Employer. There will be no reduction in **salary** for those **dislocated** by the introduction of new processes or new equipment or machinery. The Employer will

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

(2005) Any employee dismissed under Section 2004 or 2004A shall, in the reverse order in which the dismissal was made, be offered the first opportunity to be rehired in a vacancy in the same classification from which the individual was dismissed, whenever a vacancy occurs in such classification within three years of the date of the individual's dismissal.

(2006) Any individual who either refuses a position in the classification from which he was dismissed or has not been rehired by the Employer within three years of the date of his dismissal automatically terminates his claim to further employment by the Employer. Such an individual shall have the right to refuse a temporary position or a position with a different status (i.e. full-time to part-time or part-time to **full-time**) or **in** a different geographic location than the position the employee was dismissed from without affecting his claim to further employment.

(2007) When a vacancy develops which is not filled pursuant to Section 2005, dismissed individuals who do not qualify for rehire to that classification under Section 2005 shall be offered re-employment in the order of their overall seniority, if their competence to perform the duties of the job has been established to the satisfaction of the Employer. Any dismissed individual who accepts employment in a lower classification, however, retains his right to an opening in the classification from which he was dismissed in accordance with Section 2005.

(2008) To the extent permitted by the particular plan or benefit provisions, any employee who was dismissed under Section 2004 or 2004A and is rehired shall be credited with the length of service he previously accumulated in the employ of the Employer. In such cases severance pay accrual shall commence **on** the date of re-employment, provided there shall be **no** duplication of accrual credits in the event of re-employment.

(2009) The Employer will provide to the Union notice of any offer of re-employment, and notice of the results thereof. Notice of an offer of re-employment shall be good and sufficient notice if delivered to the Union and the last address the employee (or the Union on behalf of the employee) has communicated to the Employer.

(2010) There shall be no imposition of unreasonable duties upon any employee constituting in fact a speed-up.

(2011) There shall be no reduction in staff because **of** vacations, holidays or sick leave where there is no reduction in the work load resulting from such **occasions**.

(2012) New employees shall be considered probationary employees for the first three months of their employment. The probationary period for part-

time employees hired after the date of signing of this Agreement shall be thirty (30) shifts. When a temporary employee is hired as a regular full-time employee in the same job classification within four weeks of the end of his temporary employment, his probation shall be reduced by the length of his temporary employment. The probationary period may be extended, by mutual agreement, up to a further period of three months. There shall be a new three months' probationary period for a new employee found unsuitable within his first three months if the Employer tries him in another category or job classification. In such cases the Employer will give notice to the Union. Probationary employees may be dismissed for any reason prior to the successful completion of their probationary period, whether extended or not, provided the Employer does not act in bad faith or in contravention of any provisions of this Agreement. It is agreed that the standard for dismissing probationary employees as reflected in this Article is a lesser standard within the meaning of the Labour Relations Act. Probationary employees whose probationary period is extended for a period beyond three months shall be entitled to insurance coverage for all benefit plans normally available to employees who have successfully completed their probationary period.

(2013) Any employee who has successfully completed a probationary period in a position at The Globe and Mail outside the bargaining unit and who is subsequently transferred into the bargaining unit shall not be required to serve a new probationary period except by mutual agreement. However, if the employee is found unsuitable for any reason within three (3) months of the transfer the employee may be returned to his previous classification and salary.

#### ARTICLE 21-INFORMATION

(2101) The Employer shall supply the Union on signing, mid-contract, and again three months before the expiry of the Agreement, with a list containing the following information for all employees covered by this Agreement:

- (a) Name, sex, social insurance number, address, and telephone number if available.
  - (b) Date of hiring and date of birth.
  - (c) Classification.
  - (d) Experience rating and experience anniversary
  - (e) Salary, except on signing.
- (2102) The Employer shall notify the Union monthly in writing of
- (a) Step up increases paid by name of the employee and effective date.
  - (b) Changes in classification and effective date.
  - (c) Resignations, retirements, deaths and any revisions in Section 2101 (d) above and effective dates.
  - (d) The data specified in Section 2101 for each new employee.

#### ARTICLE 22-HEALTH AND SAFETY

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

(2201) The Employer and the Union shall establish a joint committee to investigate all aspects of health and safety in connection with the operation of the newspaper. The committee shall be composed of an equal number of Employer and Union representatives. The committee shall have the power to investigate all suspected health and safety hazards and recommend corrective measures where required. The Employer will respond in writing to each recommendation of the Committee within a reasonable time. Union representatives to the committee shall be afforded such time off as is necessary to transact activities within the scope of the committee and they shall suffer no loss of wages.

(2201A) The Health and Safety Committee is presently operating under guidelines, a copy of which are attached to this Agreement as Appendix I. The guidelines may be changed by the Health and Safety Committee, and are subject to the requirements of the Occupational Health and Safety Act as amended.

(2202) An employee requiring leave to participate in a recognized programme for the treatment of drug or alcohol abuse shall be granted such leave as is necessary under the provisions of Article 10, subject to reasonable limits on the length and repetition of any such leave. Proof of participation in such recognized programme shall be submitted to the Employer.

(2203) The joint Health and Safety Committee shall be given the opportunity to review and discuss proposals for the remodelling of work areas within its jurisdiction.

(2204) The Employer shall encourage the employees who work on VDTs to take annual eye examinations and shall make available the time to do so.

(2205) The Employer agrees to provide VDT glare screens in all cases where such screens are requested.

(2206) A pregnant employee may request that she not be assigned to VDT operation during the term of her pregnancy. Such an employee will be offered other work for which she is capable if the need for such work exists. If the position to which she is transferred carries a lower rate of pay her salary shall not be reduced. If no work exists for which she is qualified, she will be offered a leave of absence without pay until she returns from maternity leave.

(2207) The Employer shall provide for radiation emission testing once a year on all Video Display Terminals used by Union members. Such testing shall include tests for x-radiation, very low frequency electric and magnetic fields, extremely low frequency electric and magnetic fields and ultrasound. All test results shall be provided to the joint Health and Safety Committee. The Employer agrees to provide shielding where necessary

(2208) New or replacement video display terminals shall be tested as outlined in Section 2207 before being placed in service.

(2209) The Employer shall keep a record of chemicals currently or previously used at The Globe and Mail, including their contents and properties and instructions for safe use, and shall provide this information to the joint Health and Safety Committee. No new chemical shall be used before the above information is available.

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APPENDIX A

	<b>REGULAR PART-TIME</b>	<b>PART-TIME-</b>
DEFINITION	<b>An</b> employee who is regularly scheduled to work 17 1/2 hours or more but less than 28 hours a work week.	<b>An</b> employee who is scheduled to work less than 17 1/2 hours per week.
SICK LEAVE	Eligible after 60 scheduled <b>shifts</b> . Payment of full day's pay made only for those days scheduled to work but absent due to illness.	Not eligible, except employees on staff prior to December 19, 1983.
LONG-TERM DISABILITY INSURANCE	Effective January 1, 1997. Eligible after 60 scheduled <b>shifts</b> . Paid 100% by Company.  Benefit: 60% of salary (based on the employee's <b>salary</b> calculated on the basis of the number of hours per week the employee is regularly scheduled to work). Excludes salary for all time worked in excess of the number of hours per week the employee is regularly scheduled to work as a part-time employee.  * While a regular part-time employee is temporarily working a 35-hour work week (e.g. summer vacation coverage) or temporarily working in a different classification, the employee will be entitled to LTD benefits based on the employee's salary for the classification the employee would be working in but for the temporary assignment, calculated on the basis of the number of hours per week the employee is regularly scheduled to work as a part time employee.	Not eligible
STATUTORY HOLIDAYS	If worked on the holiday, paid double time <b>plus</b> regular day's pay. If holiday is not worked, paid a day's pay for the holiday.	If worked on the holiday, paid double time. If holiday is not worked, employee paid a day's pay only if: - employed 3 months or more, and - has worked 12 days or more in the 4 week period immediately preceding the holiday.
OHIP	Compulsory unless exempt. Paid 100% by Company.	Not eligible.
EXTENDED HEALTH CARE	Optional after 60 scheduled <b>shifts</b> . Paid 100% by Company.	Not eligible.
SEMIPRIVATE HOSPITALIZATION	Optional after 60 scheduled <b>shifts</b> . Paid 50% by Company.	Not eligible.
DENTAL INSURANCE	Optional after 60 scheduled <b>shifts</b> . Paid 50% by Company.	Not eligible.

APPENDIX B

MEMORANDUM OF AGREEMENT

BETWEEN

THE GLOBE **AND** MAIL  
DIVISION OF THOMSON NEWSPAPERS COMPANY LIMITED,  
AND FINANCIAL TIMES CORPORATION LIMITED  
(the "Employer")

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA  
**LOCAL 87-M**  
**SOUTHERN ONTARIO NEWSPAPER GUILD**  
(the "Union")

1. **This** Memorandum is an amendment to the Collective Agreement between the Communications, Energy and Paperworkers Union and The Globe and Mail Division of Thomson Newspapers Company Limited. This Memorandum sets out the terms and conditions for the coverage under that Collective Agreement of the bargaining unit consisting of employees of Financial Times Corporation Limited for which the Union received a final certificate from the Ontario Labour Relations Board dated December 22, 1993. This Memorandum shall be Appendix "B" of the Editorial Department terms and conditions of the Collective Agreement. In **this** Memorandum, "Editorial Collective Agreement" shall mean the Editorial Department terms and conditions of the Collective Agreement as they existed prior to **this** amendment.
2. The Globe and Mail Division of Thomson Newspapers Company Limited and Financial Times Corporation Limited shall be considered one employer with **respect** to the employees for whom the Union currently holds bargaining rights. However, it is understood **that this** provision shall not be construed **so** as to provide for the automatic extension of the Union's existing bargaining rights to employees of Financial Times Corporation Limited employed outside of its Editorial Department.
3. The bargaining unit of employees of Financial Times Corporation Limited for which the Union received a final certificate dated December 22, 1993 and the Union's bargaining unit of employees of The Globe and Mail Division of Thomson Newspapers Company Limited shall be combined into one bargaining unit, and Financial Times employees as described in that certificate shall, subject to the terms of **this** Memorandum, be considered to be part of the group of employees to which the Editorial Department terms and conditions apply.

Article (105) shall be added to **the** Editorial Collective Agreement as follows:

- (105) This Agreement also covers all employees of Financial Times Corporation Limited employed in the Editorial Department of the Financial Times in the Municipality of Metropolitan Toronto and the Regional Municipality of Ottawa-Carleton, save and except Publisher, Editor, Managing Editor, Executive Secretary and persons regularly employed for not more than twenty-four (24) hours per week.
4. The terms of this Appendix shall apply to the employees in the bargaining unit who are employed in the Editorial Department of the Financial Times and, in **the** circumstances described in this Appendix, to



employees so employed on January 11, 1994 who subsequently transfer to other positions in the bargaining unit. Except as otherwise provided in this Appendix, the Editorial Collective Agreement shall apply to the employees in the bargaining unit who are employed in the Editorial Department of the Financial Times.

5. The terms and conditions of employment of Editorial Department employees who, at any point after January 11, 1994 would not be considered to be in the Financial Times Corporation Limited bargaining unit for which the Union received a final certificate dated December 22, 1993 and employees who transfer to a position in the Editorial Department of the Financial Times after January 11, 1994 shall be modified by ~~this~~ Appendix only as specifically provided for by the terms of this Appendix.
6. It is understood and agreed that continuous service with either The Globe and Mail or the Financial Times or their predecessors shall be recognized for all purposes under the Collective Agreement, including determination of the date of hire, unless an employee moved from the Financial Times or its predecessors to The ~~Globe~~ and Mail or its predecessors prior to December 11, 1989, in which case the operative date of hire shall be and continuous service shall commence on the date of commencement of employment with The Globe and Mail or its predecessors.

Notwithstanding the foregoing, it is understood that service for the purpose of the pension plan for employees in the Financial Times Division of Canadian Newspapers Bargaining and Hourly Employees' Retirement Plan on January 11, 1994 shall be deemed to have commenced only on the date the employee joined the Canadian Newspapers Bargaining and Hourly Employees' Retirement ~~Plan~~ - Financial Times Division.

7. Article 4 of the Editorial Collective Agreement does not apply to the employees in the bargaining unit who are employed in the Editorial Department of the Financial Times. The following provisions apply instead:

#### ARTICLE 4 - HOURS OF WORK

- (401) The normal work week shall be thirty-five (35) hours.

The normal work day shall be up to ten (10) hours per day. Where practicable, an employee shall not be required to begin a work day sooner than ten (10) hours following the end of the previous work day.

- (402) **An** employee shall be entitled to accumulate compensatory time on the basis of one and one-half (1 1/2) hours for each **full** hour authorized and worked in excess of thirty-five (35) hours in a week. At the Employer's option, an employee may be paid for each hour authorized and worked in excess of thirty-five (35) hours in a week at the rate of one and one-half (1 1/2) times the employee's regular rate of pay.

Accumulated compensatory time shall be taken at a mutually agreed time and a request to take time owing shall not be unreasonably denied. Granting of time owing shall be confirmed in writing when requested. The Employer **reserves** the right to limit the amount of time **off** to be accumulated by an employee.

- (403) When the Employer significantly changes an employee's hours of work, notice shall be given to the employee no later than the Monday prior to the week in which the change commences, where practicable.
- (404) The Employer shall cause a record of all overtime accumulated or paid to be kept. Overtime hours shall be accumulated and debited on the basis of completed **full** hour segments. Such record shall be made available to the Union on request.

- (405) There shall be no duplication or pyramiding of overtime premiums or any other premiums under this Agreement.
- (406) The implementation of any variation in hours within the provisions of this Article shall not result in any additional overtime work or additional payment by reason only of such variation.
- 8. Sections (505), (505A) and (507) of the Editorial Collective Agreement do not apply to the employees in the bargaining unit who are employed in the Editorial Department of the Financial Times.
- 9. Article 8 of the Editorial Collective Agreement does not apply to the employees in the bargaining unit who are employed in the Editorial Department of the Financial Times. The following provisions apply instead:

#### ARTICLE 8 - RECOGNIZED HOLIDAYS

- (801) The following holidays are recognized: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day. When any of the aforementioned holidays falls on a Sunday it shall be observed on the day designated as the holiday. The holiday shifts shall be those starting within the twenty-four (24) hour period of the recognized holiday.  
  
Employees shall also be entitled to a holiday on their birthday. If an additional holiday not recognized herein is declared by government statute during the term of this Agreement the new holiday will also be recognized as a holiday.
- (802) An employee who is not required to work on a recognized holiday and whose hours of work for the week are adjusted accordingly will receive his full weekly salary.
- (803) An employee who is required to work on a recognized holiday shall be paid at the rate of one and a half (1 1/2) times his regular straight time rate for the day in addition to his regular weekly Salary.
- (804) An employee whose regular day off falls on a recognized holiday shall receive an additional day off at another date. It is understood that if an employee's regular day off and birthday both fall on a day designated as one of the nine (9) other recognized holidays in Section (801), the employee will receive two (2) additional days off at another date.
- (805) One (1) day of holiday or a day designated therefor shall mean seven (7) hours. Averaging, if required, shall be on an annual basis and shall be calculated in full hours.
- 10. Sections 1101(a) and 1102 of the Editorial Collective Agreement do not apply to the employees to which Article 20 of the Editorial Collective Agreement also does not apply, as provided in paragraph 15 of this Appendix. The following provisions shall apply instead:
  - 1101(a) Upon dismissal to reduce staff, an employee shall receive severance pay in a lump sum equal to one week's pay for every five (5) months' continuous service or major fraction thereof up to a maximum of fifty-two (52) weeks' salary. Such pay shall be computed at the salary which was being paid at the time of the dismissal.
  - 1102 When dismissal to reduce staff is by reason of the introduction of new processes and/or equipment and/or methods or contracting-out work, the employee shall receive dismissal pay in a lump sum equal to one week's pay for every five (5) months' continuous service

or major fraction thereof up to a maximum of fifty-two (**52**) weeks' salary plus a further fifteen per cent (15%) of said lump sum plus a further five hundred dollars (\$500).

11. It is understood and agreed that not more than one (1) employee employed in the Editorial Department of the Financial Times may be granted leave at any one time under Sections (1302) and (1303) combined.
12. Article 14 of the Editorial Collective Agreement does not apply to the employees in the bargaining unit who are employed in the Editorial Department of the Financial Times. The following provisions apply instead

#### ARTICLE 14 -TEMPORARY EMPLOYEES

- (1401) A temporary employee is one who is employed for more than twenty-four (24) hours per week:
- (a) For a period of up to five (**5**) months to cover for vacations;
  - (b) To cover an approved leave of absence, including sickness, for the duration of such absence;
  - (c) For other reasons or special projects for periods of up to four (4) months.
- The Union shall be notified in writing as to the reason for such employment, and its expected duration, when known.
- (1402) Temporary employees are covered by all provisions of this Agreement except those for which eligibility is regular full-time employment.
- (1403) A temporary employee who **has** completed his term of employment shall be released at the conclusion of such term and the Employer shall not be liable for severance pay or any other payment otherwise required on termination.

#### ARTICLE 14A -PART-TIME EMPLOYEES

- (14A01) A part-time employee is an employee who is hired to work regularly not more than twenty-eight (**28**) hours in the work week. Any part-time employee may work the hours of a regular full-time employee to cover vacations without affecting his part-time **status** and every effort will be made to first offer such work to regular part-time employees.
- (14A02) Part-time employees shall not be employed for work normally or appropriately performed by regular full-time employees, where, in effect, such employment would eliminate or displace a full-time employee.
- (14A03) Part-time employees are covered by all provisions of this contract with benefits in proportion except those for which eligibility is regular full-time employment. This Section shall be applied as described in Appendix A of this Agreement for those benefits listed in Appendix A.
- (14A04) Part-time employees shall be paid **on** an hourly basis equivalent to the weekly minimum salary provided for their classification and experience.
- (14A05) A part-time employee shall advance **on** the schedule of minimum salaries and shall receive all benefits depending **on** length of service according to the length of **his** employment with the Employer, and not according to the actual hours worked. Effective February 14, 1977, in computing length of service for the purpose of advancement in the wage scales, part-time

employees shall be credited with one and one-half times their actual hours worked, to a maximum of the unit of hours constituting a normal work week as describeclin Article 4.

13. It is understood and agreed that for the purpose of Article 1501 of the Editorial Collective Agreement, The Globe and Mail and Financial Times shall be considered a single enterprise.
- 14.(a) Section 1601 of the Editorial Collective Agreement does not apply to the employees in the bargaining unit who are employed in the Editorial Department of the Financial Times. The following applies instead
  - (1601) **An** employee's byline shall not be used only if substantive changes are made to the article or column.
- (b) Section 1604 of the Editorial Collective Agreement and the letter pertinent thereto are amended by inserting the words "and/or the Financial Times" after the words "Globe and Mail" wherever those words appear.
- (c) Section 1605 of the Editorial Collective Agreement does not apply to the employees in the bargaining unit who are employed in the Editorial Department of the Financial Times. Instead, the Employer agrees to apply its current practice to such employees to a limit of one thousand dollars (\$1,000.00) for each employee in each calendar year. Anything in excess of such amount shall belong to the Employer.
15. Article 20 of the Editorial Collective Agreement does not apply to employees in the bargaining unit originally hired to work at the Financial Times or rehired pursuant to Section (2007)below who, in either case, remain continuously employed in the Editorial Department of the Financial Times or who transfer (as defined below) after January 11, 1994 to an Editorial Department position in the bargaining unit outside of the Financial Times. The following provisions apply instead.

For this purpose, the term "transfer" means:

- (a) A movement out of the Financial Times to another position at the instance of the Employer; and
- (b) A movement out of the Financial Times to another position as a result of a job posting that does not result in an increase in bargaining unit complement in the Editorial Department outside the Financial Times.

For greater certainty, the term "transfer" does not include a movement out of the Financial Times to another position as a result of the posting of a notice of a vacancy that results in an increase in bargaining unit complement in the Editorial Department outside the Financial Times if the employee is awarded the position.

The terms and conditions of employment of other Editorial Department employees in the bargaining unit are modified only as specifically provided for by the following provisions.

#### ARTICLE 20 - SECURITY

- (2001) There shall be no dismissal or any form of discipline of employees except for just and sufficient cause, subject to Section (2013).
- (2002) There shall be no dismissals of or other discrimination against any employee because of his membership or activity in the Union; nor as a result of this Agreement coming into effect; nor on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap contrary to the provisions of the Ontario Human Rights Code. The Employer and the Union

recognize the right of employees to work in an environment free from sexual harassment. The Employer will not tolerate sexual harassment of employees.

- (2003) Termination notice will be in accordance with the provisions of the Employment Standards Act of Ontario. Notwithstanding the foregoing it is understood that in the case of an economy dismissal in Section (2004), or a reduction in staff in Section (2005), there will be a minimum of eight (8) weeks' notice. In the case of a dismissal for alleged incompetence, at least two (2) weeks' notice will be given and one (1) week's notice will be given for any other dismissal except dismissal for gross misconduct, in which case no advance notice of dismissal need be given, Termination notice shall be in writing to the employee with a copy to the Union and shall give the reason for the dismissal.
- (2004) Dismissals to reduce staff due to economic reasons will be dealt with as follows:
- (a) Economy dismissals shall be made only when, in the opinion of the Employer, failure to reduce the staff would adversely affect the efficiency of the operations. In such circumstances, before any such dismissals are made, the Employer and the Union will discuss other means of effecting necessary economies.
  - (b) There shall be no dismissals for a period of three (3) weeks after a decision to reduce the force has been made in accordance with 2004(a), during which time the Employer shall accept voluntary resignations from employees in the classifications involved provided the remaining employees have the skill, ability and knowledge to perform the work required. The number of employees to be dismissed shall be reduced accordingly.
  - (c) Employees shall be dismissed within each classification on the basis of the reverse order of their total length of service since last hired provided the skill, ability and knowledge of the employees concerned are relatively equal and provided that the remaining employees have the skill, ability and knowledge to perform the work required. Classification means a job classification listed within a wage group in Article 6 - Wages.
  - (d) The Employer will move an employee who has received notice of dismissal, at the request of such employee, to replace an employee in a lower classification in which the employee has previously worked provided that he has the skill, ability and knowledge to perform the work required and has greater seniority than the employee to be displaced. The employee displaced shall be the employee with the least seniority in the classification, provided that the skill, ability and knowledge of the employees in the lower classification who are subject to displacement by the employee who has received notice of dismissal is relatively equal. If the skill, ability and knowledge of the employees concerned is not relatively equal, the one with the least skill, ability and knowledge shall be the one displaced.
  - (e) An employee displaced in accordance with the foregoing Subsection (d) may be similarly moved under the provisions of Subsection (d) above.
  - (f) An employee moved to a lower classification shall be paid the top minimum for that classification that does not result in an increase in salary.
  - (g) The employees ultimately dismissed shall be entitled to severance pay provided by Article 11.
- (2004A)(1) For the purpose of layoff and/or economy dismissal, there shall be two lists of employees:
- (a) List "A" consists of those employees in the bargaining unit originally hired to work at the Financial Times or rehired pursuant to Section (2007) below who, in either case, remain

continuously employed in the Editorial Department of the Financial Times; such persons shall remain on List "A" if they **transfer** (as defined in the introduction of paragraph 15 of this appendix above) to an Editorial Department position in the bargaining unit outside the Financial Times:

- (b) List "B" consists of all of the Editorial Department employees in the bargaining unit who are not on List "A".
- (2004A)(2) If there is a layoff in the bargaining unit at the Financial Times, the layoff shall be only from employees **on** List "A". Such employees cannot displace employees on List "B". Employees on List "B" who are at the Financial Times shall be returned to a position in the bargaining unit in the Editorial Department outside of the Financial Times before the layoff of any employees on List "A".
- (2004A)(3) If there is a layoff in the bargaining unit in the Editorial Department outside of the Financial Times, the layoff shall **be** only from employees on List "B". Such employees cannot displace employees **on** List "A". Employees on List "A" shall be returned to the Financial Times before the layoff of any employees on List "B".
- 2004A(4) It is understood that the term "layoff" includes economy dismissals as referred to in the Editorial Collective Agreement, dismissals **to** reduce **staff** due to economic **reasons** under this Appendix, reductions in **staff** pursuant to Section (2004A) of the Editorial Collective Agreement and reductions in **staff** pursuant to Section (2005) of **this** Appendix.
- (2005) The Employer has the right to introduce and **use** new processes or new equipment or machinery. The Employer will provide three (3) months' notice to the Union prior to the introduction of new processes or new **types** of equipment or machinery when such introduction would result in a reduction in **staff** (other **than** employees probationary at the time the notice is given).
- (a) The Employer will notify the Union of any new job classifications that are created **as** a result of the introduction of **new** processes, new equipment or **machinery**.
- (2006)(1) Any employee dismissed under Section (2004) or (2005) shall be offered the first opportunity in rehiring in the classification from which he was dismissed in the reverse order in which the dismissal was made provided the individual is able to within a brief familiarization period satisfactorily **perform** the requirements of the job in the opinion of the Employer, whenever a vacancy **occurs** in such classification within three (3) years of the date of dismissal.
- 2006(2) For the purpose of (2006)(1), where a person laid off from List "A" is eligible for rehire at the Financial Times, the words "in the opinion of the Employer" do not apply.
- (2007) If there is a rehire opportunity at the Financial Times:
  - (a) there shall be a single list of persons eligible for rehire consisting of those persons laid off from List "A" and List "B" who remain eligible for rehire;
  - (b) individuals laid off from List "A" shall be eligible for rehire at the Financial Times under Section (2006) or (2010) of this Appendix;
  - (c) individuals laid off from List "B" shall be eligible for rehire under Section (2006) or (2010) of this Appendix; such an individual who is offered rehire at the Financial Times shall have the right to refuse the rehire at the Financial Times without foregoing any future opportunities for rehire.

- (2008) If there is a rehire opportunity at The Globe and Mail: —
- (a) there shall be a single list of persons eligible for rehire consisting of those persons laid **off** from List "A" and List "B" who remain eligible for rehire;
  - (b) individuals laid off from List "A" shall be eligible for rehire at The Globe and Mail under Section (2006) or (2010) of this Appendix;
  - (c) individuals laid **off** from List "B" shall be eligible for rehire at The Globe and Mail subject to the terms of the Editorial Collective Agreement.
- (2009) Any individual who either refuses a position in the classification from which he was dismissed or has not been rehired by the Employer within three (3) years of the date of his dismissal automatically terminates his claim to further employment by the Employer.
- (2010)(1) When a vacancy develops which is not filled pursuant to Section (2006), any individual dismissed under Section (2004) or (2005) who does not qualify for rehire under Section (2006) shall be offered the first opportunity in rehiring in a classification in which he is able to with a brief familiarization period satisfactorily perform the requirements of the job in the opinion of the Employer, whenever such a vacancy occurs within three (3) years of the date of the dismissal. When more than one (1) individual qualifies for rehire to a classification under **this** provision, the individual with the greatest skill, ability and knowledge in that classification in the opinion of the Employer shall be preferred. Where **two** (2) or more individuals **are** relatively equal in the opinion of the Employer, the individual with the **greatest** continuous service shall be rehired. Any dismissed employee who accepts employment in a lower classification, however, retains his right to be rehired in the classification from which he was dismissed in accordance with Section (2006).
- (2010)(2) For the purpose of Section (2010)(1), where a person laid **off** from List "A" is eligible for rehire at the Financial Times, the words "in the opinion of the Employer" do not apply.
- (2011) To the extent permitted by the particular plan or benefit provisions, any individual who was dismissed under Section (2004) or (2005) and is rehired shall be credited with the length of service he previously accumulated in the employ of the Employer. **In** such cases, severance pay accrual shall commence on the date of re-employment provided there shall be no duplication of accrual credits in the event of re-employment.
- (2012) The Employer will provide the Union notice of any offer of re-employment and notice of the **results** thereof. Notice of an offer of re-employment shall be good and **sufficient** notice if delivered to the Union and the last address the individual (or the Union on behalf of the individual) has communicated **to** the Employer.
- (2013) New employees shall be considered probationary employees for the first three (3) months of their employment, When a temporary employee is hired as a regular full-time employee in the same job classification within four (4) weeks of the end of his temporary employment, his probation shall be reduced by the length of his temporary employment. The probationary period may be extended, by mutual agreement, up to a further period of three (3) months, There shall be a new **three** (3) months' probationary period for a new employee found unsuitable within his first three (3) months if the Employer **tries** him in another category or job classification. In such cases the Employer will give notice **to** the Union. Probationary employees may be dismissed for any reason prior to the successful completion of their probationary period, whether extended or not, provided the Employer does not act in bad faith or in contravention of any provisions of this Appendix and/or Agreement. It is

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agreed that the standard for dismissing probationary employees as reflected in this Article is a lesser standard within the meaning of the Labour Relations Act—Probationary employees whose probationary period is extended for a period beyond **three** (3) months shall be entitled to insurance coverage for all benefit plans normally available to employees who have successfully completed their probationary period.

(2013A) Any employee who **has** successfully completed a probationary period in a position with the Employer outside the bargaining unit and who is subsequently transferred into the bargaining unit shall not be required to serve a new probationary period except by **mutual** agreement. However, if the employee is found unsuitable for any reason within three (3) months of the transfer the employee may be returned to his previous classification and **salary**.

16. The following letters do not apply to employees in the bargaining unit who are employed in the Editorial Department of the Financial Times:

- (a) four-day **work** week;
- (b) severance paid on staff reduction due to contracting-out of work
- (c) **pay equity**;
- (d) Thomson News Service;
- (e) new ventures;
- (f) shifts of less than seven hours

Dated the 9th day of March 1995

FOR THE EMPLOYER

FOR THE UNION:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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## LETTERS OF UNDERSTANDING

### RE: THOMSON NEWS SERVICE

In view of the questions raised since The Globe and Mail joined Canadian Newspapers Co. Ltd., the Company would like to allay any fears that exist. In the area in which the greatest concern has been expressed, the Company can give the Union assurance that the Company shall not dismiss Globe and Mail employees in Globe and Mail bureaus by reason of the use of Thomson News services.

### RE: TRAINING COMMITTEE

A committee to examine the subject of training employees in the Editorial Department shall be formed, to consist of not more than six nor less than four members from the Editorial Department with equal representation from The Globe and Mail and the Union.

### RE: OUTSIDE ACTIVITIES

This will confirm our agreement with respect to Outside Activities and section 1604 of the collective agreement.

The parties acknowledge that owing to the expanding activities of the Employer, it is necessary to recognize and protect the competitive position of The Globe and Mail with respect to other media and publications,

Accordingly, the parties agree that the outside activities of employees shall not consist of service performed for publications in direct competition with the Employer, or in other media when such performance would be in direct competition with The Globe and Mail.

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

Where the contents of section 1604 are in conflict with this letter, the terms of this letter shall prevail.

### RE: FOUR-DAY WORK WEEK

The Union agrees that the four-day work week may be continued in those areas where it is currently in

force. In Report on Business, where there are some fourday shifts in the editing area, The Globe will not convert the majority of positions to a four-day week unless it can staff those positions with employees consenting to work four-day schedules. For all purposes of this Agreement, the working shift and the full day for full-time employees on such a work week shall consist of eight-and-three-quarter (8  $\frac{3}{4}$ ) hours falling within nine-and-threequarter (9  $\frac{3}{4}$ ) hours, provided that shifts of varying lengths may be implemented if the Employer and the Union agree. In applying Article 805 to the four-day work week, any reference to the number of scheduled days which the employee has worked in the pay week shall be applied as if it were reduced by one. The Employer shall make every effort not to fill a fourday vacancy by transferring an employee against his or her wishes. A complaint by an employee about such a move shall be dealt with, if necessary, under the provisions of the grievance procedure.

NOTE: The Union has indicated its agreement to the varying shifts currently in force on the sports desk (3 x 9 + 1 x 8).

### RE: EXTRAORDINARY CHILD CARE EXPENSES

Travel is an inherent part of many Editorial positions and therefore employees are expected to make, and fund, necessary contingency child-care plans. In exceptional cases, however, The Globe and Mail will reimburse an employee's extraordinary child-care expenses, arising from a need to travel overnight with less than twenty four (24) hours' notice, up to \$30 per night for a maximum of two nights, if required. The employee will endeavour to obtain prior approval for these expenses unless this is not reasonably possible.

### RE: EDITORIAL PRODUCT AND WORKING ENVIRONMENT

Senior members of Editorial management will continue to make themselves available, individually or as a group, to discuss with employees from the newsroom items of mutual concern regarding any aspect of the editorial product or the working environment in the department.

### RE: COPY CHANGES

When substantive changes or corrections are made to the copy of a reporter beyond editing for grammar,

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style, clarity and length, editors will endeavour to consult with the employee before making such changes.

RE: DISCUSSION OF RELOCATION

The Employer agrees to meet with not more than three (3) representatives of the Union once a year to discuss concerns regarding relocation arrangements.

RE: SHIFTS OF LESS THAN SEVEN HOURS

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

RE: NEW VENTURES

A new venture is a new product or service which the Employer intends to operate and which the Union has agreed is a new business venture requiring staffing flexibility.

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

During the first two years of operation of a new venture, economy dismissals of new editorial employees who were hired to and are working on the new venture shall be made only when, in the opinion of the Employer, failure to reduce the staff would

adversely affect the efficiency of the new venture operation. The first sentence of Article 2004(a) shall not apply to such economy dismissals. When a new employee is hired to work on a new venture, the Employer shall inform the person of this provision in writing at the time an offer of employment is made and notify the Union Unit Chairperson of the hiring immediately.

When an economy dismissal is to occur pursuant to the above provision, a new employee who was hired to and is working on the new venture shall not have the right to bump or displace an employee to whom the first sentence of Article 2004(a) applies. When an economy dismissal is to occur amongst employees to whom the first sentence of Article 2004(a) applies, such employees shall not have the right to bump or displace a new employee who was hired to and is working on a new venture, during the first two years of operation of the new venture.

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

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

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**SCHEDULE (B)**

**MAINTENANCE & DELIVERY**

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**SCHEDULE(B)**  
**Effective July 1, 1996 to June 30, 2002**

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**ARTICLE 1-COVERAGE**

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

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

**ARTICLE 2-UNION SHOP**

(201) It is a condition of employment of any employee as of the date of the signing of this Agreement who is a member of the Union or who thereafter becomes a member of the Union, that he remain a member in good standing. It is a condition of employment of each new employee that within four months after his or her date of employment such employee shall either (1) become a member of the Union or (2) advise the Union in writing, by registered mail, that he or she does not wish to become a member of the Union. As an alternative to the registered mail, the Union office will give the sender a receipt for such notification. The Union agrees that it will retain in membership any employee subject to the constitution and the bylaws of the

Union. An employee dismissed under this Article shall not receive severance pay.

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

(203) The Employer agrees to advise new employees that a collective agreement is in effect and of the conditions of employment with regards to Union membership and deduction of Union dues. The employee's immediate supervisor will advise the employee of the name(s) and location(s) of his/her steward(s).

The Employer agrees that a Union steward will be given an opportunity by his/her supervisor to interview each new employee within regular working hours, without loss of pay, as soon as practicable subject to operational requirements, for fifteen minutes for the purpose of acquainting the new employee with the benefits and responsibilities of Union membership.

**ARTICLE 3-DUES DEDUCTION**

(301) The Employer shall deduct from the earnings of each employee covered by this Agreement and pay to the Union not later than the 10th day of each month all Union dues and assessments. Such dues and assessments shall be deducted weekly from the employees' earnings in accordance with a schedule furnished the Employer by the Union. Such schedule may be amended by the Union at any time.

The Employer shall, when remitting dues and assessments to the Union, give the names of the employees from whose pay deductions have been made and the amount of the deduction.

**ARTICLE 4-HOURS AND OVERTIME**

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

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

(403) The Employer shall pay for all authorized overtime at the rate of one and one-half times the regular straight time rate. Overtime shall be defined as work beyond the unit of hours in a shift, the unit of hours in the work week, or any work performed at hours not scheduled as provided in Section 405 but shall not include extra shifts as provided in Section 404. In the case of highway truck drivers on scheduled long runs the overtime provisions shall not

apply on the first two hours of overtime in any shift provided that equivalent time off is given within the same pay week. Any employee scheduled to work both a Saturday and a Sunday shift shall be paid double time for one of those shifts. If one of the two weekend shifts worked is a sixth shift, it shall be designated as the double time shift. If the other weekend shift worked is a seventh shift, it shall be paid at the rate of time and one-half the Straight time rate.

(404) An employee required to work after his regular shift shall be guaranteed at least one half-hour's pay at the overtime rate. An employee called back to work after having left the office shall be guaranteed at least four hours' pay at the overtime rate, calculation of such time to begin as of the time he received the call provided he reports for work within a reasonable amount of time. An employee required to work on his day off shall be paid at the rate of time-and-one-half, with a minimum of a full day's pay at the time-and-one-half rate, in addition to his regular weekly salary except that this shall not apply when the shift so worked is worked to cover the voluntary absence of another employee. Overtime shall be paid for, except that by mutual agreement with the Department Head, the employee may choose equivalent time off. The Employer reserves the right to sit the amount of time off to be accumulated by an employee. Time off shall be taken at a mutually agreed time and a request to take time owing shall not be unreasonably denied. Granting of time owing shall be confirmed in writing when requested.

(405) Tentative schedules of starting times shall be posted at least two weeks in advance of the week for which they apply and schedules of starting times shall be posted not later than the Monday one week prior to the week Monday to Sunday. The Employer will attempt to keep to a minimum the number of changes between the tentative schedule and the final schedule.

No advance notice need be given of a change in starting time if the change is no more than one hour earlier or later than the scheduled starting time. In the event of changes of more than one hour, the provisions of Section 403 shall apply to the extent of the change in excess of one hour. An employee shall not be required to begin one scheduled shift sooner than twelve hours following the end of another scheduled shift.

(406) Schedules of days off shall be posted at least two weeks in advance. When days off are changed within two weeks by other than mutual consent the day off worked shall be at the overtime

rate. Where it is possible, without incurring additional expense, employees shall be given two consecutive days off if requested.

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

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

#### ARTICLE 5-GENERAL WAGE PROVISIONS

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

(502) Dual Work. Any employee who works in more than one classification shall receive the rate of pay of the higher classification for the time worked in that classification. An employee temporarily assigned for a minimum of a full shift, or permanently transferred to a higher paid classification within the bargaining unit, shall receive the rate of the higher classification next higher in dollars to the rate the employee received in the lower classification.

(503) Night Differential. A night differential of \$11.00 (effective January 1, 1997, \$12.00; effective January 1, 1999, \$13.00) per shift will be paid to employees the major part of whose shift is worked at any time between 6 p.m. and 6 a.m. Any employee whose shift commences at or after 7:00 p.m. and before 5:00 a.m. shall receive a night differential of \$13.00 (effective January 1, 1997, \$14.00; effective January 1, 1999, \$15.00) for each such shift worked. There shall be no reduction of night differential from sick leave, vacation or holiday pay for employees regularly assigned to night work.

(504) Payment of wages shall continue to be made weekly. Effective September 1997, payment of wages shall be made every second week.

(505) Salaries Above Minimum. The minimum wages established herein are minimums only. Salaries above those provided in Section 601 may be paid to an individual employee as recognition of individual merit and performance. The Union may represent employees in bargaining for such salaries.

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

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**ARTICLE 6-WAGES**

(601) The following minimum weekly salaries shall be in effect during the term of this Agreement. The various wage rates shall become effective for shifts starting after 12:01 a.m. on the dates shown.

	<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
Electrician	\$1,123.65	\$1,140.51	\$1,163.32	\$1,192.40	\$1,222.21	\$1,252.77
Machinist	\$1,123.65	\$1,140.51	\$1,163.32	\$1,192.40	\$1,222.21	\$1,252.77
Building Mechanic	\$928.65	\$942.58	\$961.43	\$985.47	\$1,010.11	\$1,035.36
<b>Carpenter/Locksmith</b>	\$920.15	\$933.95	\$952.63	\$976.45	\$1,000.86	\$1,025.88
Carpenter	\$852.81	\$865.60	\$882.91	\$904.98	\$927.61	\$950.80
Painter	\$852.81	\$865.60	\$882.91	\$904.98	\$927.61	\$950.80
Utility Person	\$722.61	\$733.45	\$748.12	\$766.82	\$785.99	\$805.64
Loader	\$583.92	\$592.67	\$604.53	\$619.64	\$635.13	\$651.01

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

The July 1999 **salary grids** are based on a two and one-half per cent (2.5%) increase over the July 1, 1998 **salary grids**. For every full one-half per cent (0.5%) increase in the Consumer Price Index for Toronto (1986 = 100) which exceeds two and one-half per cent (2.5%), comparing June 1998 to June 1999, there will be a one-half per cent (0.5%) increase in the July 1, 1999 wage **grids**. The one-half per cent (0.5%) increases will be capped such that the total negotiated wage increase (2.5%) when added to C.P.I. adjustments shall not exceed four per cent (4.0%).

The July 2000 **salary grids** are based on a two and one-half per cent (2.5%) increase over the July 1, 1999 **salary grids**. For every full one-half per cent (0.5%) increase in the Consumer Price Index for Toronto (1986 = 100) which exceeds two and one-half per cent (2.5%), comparing June 1999 to June 2000, there will be a one-half per cent (0.5%) increase in the July 1, 2000 wage **grids**. The one-half per cent (0.5%) increases will be capped such that the total negotiated wage increase (2.5%) when added to C.P.I. adjustments shall not exceed five per cent (5.0%).

The July 2001 **salary grids** are based on a two and one-half per cent (2.5%) increase over the July 1, 2000 **salary grids**. For every full one-half per cent (0.5%) increase in the Consumer Price Index for Toronto (1986 = 100) which exceeds two and one-half per cent (2.5%), comparing June 2000 to June 2001, there will be a one-half per cent (0.5%) increase in the July 1, 2001 wage **grids**. The one-half per cent (0.5%) **increases** will be capped such that the total negotiated wage increase (2.5%) when added to C.P.I. adjustments shall not exceed five per cent (5.0%).

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

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

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**ARTICLE 7-VACATIONS**

(701) Subject to 707, employees who will have completed specified periods of service by September 1 of each year shall receive an annual vacation with full pay on the following basis:

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

Mer one year of continuous service - Three weeks annually.

Mer five years of continuous service - Four weeks annually.

Mer thirteen years of continuous service - Five weeks annually.

Effective from the vacation year commencing September 1, 1999,

Mer eleven years of continuous service - five weeks annually.

Effective from the vacation year commencing September 1, 2001,

After ten years of continuous service - five weeks annually.

After twenty-five years of continuous service - Six weeks annually.

Effective from the vacation year commencing September 1, 2000,

After twenty-three years of continuous service, six weeks annually.

(702) Vacations in each vacation group shall be arranged by the Employer according to seniority. In no event shall an employee be required to take his vacation prior to May 15 or after September 30. Employees entitled to three, four, five or six weeks vacation may be required to take one week of a three week vacation, two weeks of a four or five week vacation or three weeks of a six week vacation outside the vacation period in order to accommodate the right of all eligible employees to take their choice by seniority of two weeks' vacation within the vacation period. Employees who fail to select vacation dates prior to May 1 may lose the privileges of selection to which their seniority entitles them.

Granting of vacations shall be confirmed in writing when requested

(703) An employee whose vacation time includes a recognized holiday(s) as defined in Section 801 shall receive an additional day(s) of vacation, or by mutual consent, he shall receive an additional day's pay at his straight-time rate in lieu of the additional day.

(704) All vacations for service to September 1 are to be completed by the following March 31, except upon agreement between the employee and the department head.

(705) Employees who are entitled to six (6) weeks' vacation shall have the right in any year to save their sixth week of vacation to be taken only immediately prior to retirement. In the event of an employee's termination or death prior to taking such vacation time, vacation pay owing shall be paid to the employee or his estate.

(706) Upon termination of employment an employee (or his estate in case of death) shall receive accrued vacation pay at the rate of one day's pay for each 25 work days following the last previous September 1 for those entitled to less than a three-week vacation, for each 16 work days following the last previous September 1 for those entitled to a three-week vacation, for each 12 work days following the last previous September 1 for those entitled to a four-week vacation, for each ten work days following the last previous September 1 for those entitled to a five-week vacation; for each 8 work days following the last previous September 1 for those entitled to a six-week vacation plus pay for any vacation previously earned but not taken.

(707) An employee who has an unpaid leave of absence in excess of fifteen (15) calendar days in the relevant vacation year shall have the vacation period and vacation pay adjusted accordingly on a pro-rata basis. If the employee has completed the vacation prior to the unpaid leave of absence in excess of fifteen (15) calendar days, the proration will be effective in the following vacation year.

Notwithstanding the foregoing, the vacation period and vacation pay of an employee who will return to work at the end of a pregnancy leave and parental leave in respect of the birth of her child shall not be prorated in respect of such leave, up to the maximum period of entitlement for such leaves prescribed by the Employment Standards Act. Similarly, the vacation period and vacation pay of an employee who returns to work from parental leave shall not be prorated in respect of such leave, up to the maximum period of time prescribed for parental leave under the Employment Standards Act. An employee who terminates employment during or at the conclusion of pregnancy leave, parental leave, maternity leave or extended leave or less than one (1) month after completing such leave shall not be entitled to vacation pay in respect of the period of leave and shall reimburse the Employer for any such pay which has been received.

(708) Notwithstanding the above, effective from September 1, 1996, part-time and temporary employees who will have completed specified periods of service by the next September 1 shall be paid their vacation pay with each salary payment as follows:

- Less than 5 years - 6% of gross earnings
- After 5 years - 8% of gross earnings
- Mer 13 years - 10% of gross earnings
- Effective September 1, 1999,
- Mer 11 years - 10% of gross earnings,
- Effective September 1, 2001,
- After 10 years - 10% of gross earnings
- After 25 years - 12% of gross earnings
- Effective September 1, 2000,
- Mer 23 years - 12% of gross earnings

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In addition, such employees shall be entitled to vacation time off without pay on the same basis as regular full-time employees, if requested by the employee. All vacation pay accrued by such employees as of August 31, 1996 shall be paid to the employees in September 1996.

#### ARTICLE 8-RECOGNIZED HOLIDAYS

(801) The following holidays are recognized New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day. When any of the aforementioned holidays falls on a Sunday it shall be observed on the day designated as the holiday. The holiday shifts shall be those starting between 6 p.m. of the day before and 6 p.m. of the recognized holiday, except that whenever the Employer does not publish an issue for the next regular publishing day following the holiday, the holiday shifts shall be those starting within the 24 hour period of the holiday.

Employees shall also be entitled to a holiday on their birthday.

If an additional holiday not recognized herein is declared by government statute during the term of this Agreement the new holiday will also be recognized as a holiday.

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

(803) Employees who are required to work on a holiday shift shall be paid a minimum of a full day's pay at the rate of two times their straight time rate in addition to their regular weekly salary. Authorized overtime worked on a holiday shall be paid at the rate of two times the straight time rate.

By mutual agreement with the Department Head, the employee may choose equivalent time off in lieu of all or part of the holiday premium pay and overtime pay specified above. The Employer reserves the right to limit the amount of time off to be accumulated by an employee. Time off shall be taken at a mutually agreed time and a request to take time owing shall not be unreasonably denied. Granting of time owing shall be confirmed in writing when requested.

(804) An employee whose regular day off falls on a recognized holiday shall receive an additional day off at another date. It is understood that if an employee's regular day off and birthday both fall on a day designated as one of the nine other recognized holidays in Section 801, the employee will receive two additional days off at another date.

(805) In a pay week which includes a recognized holiday, work on either or both of the scheduled days off shall be at the overtime rate in spite of the fact that the employee has worked only 4 scheduled days in the pay week (3 scheduled days if the employee's birthday occurs in the pay week) by reason of having the holiday off. This shall not apply when the shift is being worked in accordance with Section 404.

#### ARTICLE 9-GROUP INSURANCE AND RETIREMENT

(901) The Employer shall maintain the Group Life Insurance Plan, or a Plan providing at least equal benefits, in effect at the time of the signing of this Agreement during the life of this Agreement for full-time employees who have completed their probationary period. Such employees are required to participate in The Globe and Mail Group Life Insurance Plan.

An employee may select coverage equal to \$6,000 or equal to one and one-half times his annual salary at the base rate or two times his annual salary at the base rate. The Company will pay the cost of the first \$6,000 of coverage. For coverage in excess of \$6,000 the employee shall pay 50% of the premium cost per thousand dollars of insurance and the Company shall pay the balance.

(902) The Canadian Newspapers Bargaining and Hourly Employees' Retirement Plan - The Globe and Mail Division providing a retirement program for employees now covered by this Agreement shall be continued by the Employer during the life of this Agreement.

The Employer agrees to continue during the term of the Agreement payment of the Employer's matching contribution to the Canada Pension Plan without requiring reduction in The Canadian Newspapers Bargaining and Hourly Employees' Retirement Plan - The Globe and Mail Division.

#### ARTICLE 10-SICKLEAVE

(1001) Sick leave shall be granted to employees in accordance with past established practice.

Employees who have completed less than three months of service shall claim Employment Insurance benefits.

Employees who have completed three months but no more than three years of service shall be entitled to eight weeks of sick leave at full pay and an additional seven weeks of sick leave at no less than 66.66 per cent of salary up to the Employment Insurance maximum benefit. Employees with more than three years of service shall be entitled to fifteen weeks of sick leave at full pay.

After fifteen weeks of sick leave with pay, the employee shall claim Employment Insurance benefits. The Employer will review the matter of future sick pay at that time.

The Employer will give special consideration to the case of an employee who is ineligible for Employment Insurance sick benefit pay or who is still unable to return to work, due to the illness, when the Employment Insurance sick benefits expire.

In any event the employee shall receive in total no less in such benefits than he would have by past established practice.

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(1002) No deductions for sick leave shall be made from overtime or vacation credited or to be credited to the employee.

(1003) The Employer shall pay, on behalf of employees who have completed three (3) continuous months of service, the full monthly premium of the Ontario Health Insurance Plan, the Extended Health Care Plan (\$10/\$20 deductibles; including bearing aids coverage with a \$300 lifetime maximum per person (effective January 1, 1997, \$500 lifetime maximum per person); including coverage for Repetitive Strain Injury assessment and treatment performed by the Clinic of Injury and Disease Response or any other health care providers agreed to by the Union and the Employer with lifetime maximums of Electromyography - \$1,000, Stage 1 treatment - \$800, Stage 2 treatment - \$3,000, Stage 3 treatment - \$4,500; and including coverage for glucometer and points), the Vision Care Plan (\$200 maximum per person every 24 months; effective July 1, 1999, \$250 maximum per person every 24 months), a long term disability plan (60% of salary), and one-half the monthly premium of the Hospitalization Plan, and one-half the cost of the monthly premium of a dental plan for those with such coverage. The dental plan will include coverage for caps and crowns. Payment for covered services of the Dental Plan will be as specified in the 1994 Fee Guide for General Practitioners of the Ontario Dental Association; effective January 1, 1997, the 1995 Fee Guide for General Practitioners of the O.D.A.; effective January 1, 1998, the 1996 Fee Guide for General Practitioners of the Ontario Dental Association; effective January 1, 1999, the 1997 Fee Guide for General Practitioners of the Ontario Dental Association; effective January 1, 2000, the 1998 Fee Guide for General Practitioners of the Ontario Dental Association; effective January 1, 2001, the 1999 Fee Guide for General Practitioners of the Ontario Dental Association; effective January 1, 2002, the 2000 Fee Guide for General Practitioners of the Ontario Dental Association. The Employer may change carriers as long as equivalent or superior coverage is provided, subject to Section 1004.

(1004) The Employer will notify the Union in writing at least thirty (30) days prior to the implementation of any change in coverage in a benefit plan listed in Section 1003. There shall be no reduction in the benefits provided by the benefit plans listed in section 1003.

(1005) Upon request, the Employer agrees to meet with the Union to discuss the disposition of any Unemployment Insurance premium rebates.

#### ARTICLE 11-SEVERANCE PAY

(1101) Upon dismissal to reduce staff, an employee shall receive cash severance pay in a lump sum equal to one week's pay for every 5 months' continuous service or major fraction thereof up to a maximum of 52 weeks' wages. Such pay shall be computed at the

wages which were being paid at the time of dismissal.

(1102) When dismissal to reduce staff is by reason of the introduction of new processes and/or equipment and/or methods, the employee shall receive dismissal pay in a lump sum equal to one (1) week's pay for every five (5) months' continuous service or major fraction thereof up to a maximum of fifty-two (52) weeks' wages plus a further fifteen per cent (15%) of said lump sum plus a further five hundred dollars (\$500).

(1103) Where the termination of employment provisions of section 13, subsection 1 or 2 of the Employment Standards Act of Ontario and the Regulation under Part II thereof, or any legislation in substitution or amendment that makes no substantial change thereof, are applicable, severance pay for affected employees upon dismissal will be calculated on the following basis:

(a) If an affected employee is required to work each week of the stipulated notice of termination period and provided he so works, severance pay will be calculated in accordance with Sections 1101 or 1102 as the case may be.

(b) If an affected employee is not required to work during all or a part of the stipulated notice period, the amount of severance pay will be reduced by the amount of pay the employee receives for that portion of the notice period that he was not required to work in excess of two weeks.

#### ARTICLE 12-EXPENSES AND EQUIPMENT

(1201) Upon submission of expense reports in the prescribed form and properly supported by vouchers where obtainable, the Employer shall pay all legitimate expenses incurred by employees in the service of the Employer. Employees will not be required to provide an automobile for Company business. Any employee who elects to use his automobile must provide the Employer with satisfactory proof of business insurance for such use. The Employer shall provide a mileage allowance to employees who are authorized to use their automobile for Company business at the rate of 33.23 cents per kilometer effective July 1, 1996, adjusted quarterly thereafter commencing October 1, 1996, based on the "Private Transportation" item of the Consumer Price Index by City for Toronto using quarterly averages adjusted from the first quarter average in 1996.

(1202) Where protective equipment is required by the Employer it shall be supplied and paid for by the Employer. The purchase of safety shoes required by the Employer shall require the prior approval of the Employer. The employee may select approved safety shoes which cost more than the amount approved by the Employer, and in such instance the Employer's contribution shall be limited to \$100.00 in any twelve month period. Where protective safety glasses are required and the employee has a prescription for glasses, safety glasses meeting the specifications of

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the employee's prescription shall be supplied and paid for by the Employer.

(1203) The Employer shall continue the present practice of replacing broken, worn, stolen or lost tools. Broken or worn tools must be turned in for replacement.

(1204) Where required, uniforms for Maintenance and Delivery personnel shall be supplied by the Company. Coveralls for Building Mechanics, Machinists and Electricians shall be supplied at least twice a week by the Company.

**ARTICLE 13-LEAVES OF ABSENCE**

(1301) Upon request the Employer shall grant employees leaves of absence without pay for good and sufficient cause providing such leave does not cause unreasonable disruption of operations.

(1302) If an employee is elected or appointed to any office or position of the Communications, Energy and Paperworkers Union of Canada or CLC or office or position of a local of the Communications, Energy and Paperworkers Union of Canada, or office or position with any organization with which the Communications, Energy and Paperworkers Union of Canada is affiliated, such employee, upon his request, shall be given a leave of absence without pay and shall be reinstated in the same or a comparable position upon the expiration of such leave. Except for emergencies, a request for a leave of absence of five (5) working days or less shall be made at least forty-eight (48) hours in advance and a request for a leave of absence which extends to more than five (5) working days shall be made at least two (2) weeks in advance.

(1303) Leaves of absence without pay upon request shall be granted to employees elected or appointed delegates to conventions of the Communications, Energy and Paperworkers Union of Canada, or CLC, or any organization with which the Communications, Energy and Paperworkers Union of Canada is affiliated, and to delegates to special meetings called by the Communications, Energy and Paperworkers Union of Canada, or by any branch thereof, or by any organization with which the Communications, Energy and Paperworkers Union of Canada is affiliated. Except for emergencies, a request for a leave of absence of five (5) working days or less shall be made at least forty-eight (48) hours in advance and a request for a leave of absence which extends to more than five (5) working days shall be made at least two (2) weeks in advance.

(1304) Jury Duty. Employees called to serve on juries or subpoenaed as a witness in a judicial proceeding, shall receive their regular weekly salary during periods of such service. It is expressly agreed that this section shall not apply to employees called or subpoenaed as witnesses or participants in proceedings between the parties of this Agreement, e.g. arbitration hearings.

(1305) In the event of a death in the immediate family, i.e., parent, grandparent, child, spouse, brother, sister or parent-in-law, a regular employee will be granted bereavement leave for the purpose of making funeral arrangements or attending the funeral. Pay for such leave will be limited to a maximum of three scheduled working days. One additional day may be granted (total four) if funeral outside Continental North America. Upon request, bereavement leave with or without pay may be granted or extended in special circumstances not covered by this Agreement.

(1306) (a) Unpaid pregnancy leave and parental leave shall be granted as provided by the Ontario Employment Standards Act and shall be governed by the terms of that Act.

(b) A request for an additional period of unpaid maternity leave in respect of the birth of an employee's child, consecutive with the leaves referred to in (a), shall not be unreasonably denied, provided that the total length of pregnancy leave, parental leave and maternity leave combined will not exceed twelve (12) months.

(c) A request by an employee who does not qualify for the leave referred to in (b), for an additional period of extended leave in respect of the birth or adoption of the employee's child, consecutive with parental leave, shall not be unreasonably denied, provided that the total length of parental leave and extended leave combined will not exceed twelve (12) months.

(d) An employee on pregnancy leave, parental leave, maternity leave or extended leave will continue to participate in the benefit plans listed in section (1003), the Group Life Insurance Plan, the Globe and Mail Accident Insurance Plan and the Retirement Plan with the employee and Employer each continuing to make the usual contributions unless the employee elects in writing not to do so.

(e) The Employer will establish a supplemental unemployment benefit (SUB) plan effective January 1, 1992, or as soon thereafter as all necessary rulings and approvals, including those required to allow the Employer to deduct all SUB payments for income tax purposes, are received. The SUB plan will provide a payment to an employee on pregnancy leave for the birth of her child who has applied and qualifies for pregnancy benefits under the Unemployment Insurance Act, equal to the amount of the weekly unemployment insurance benefit she will receive, and paid for each of the two (2) weeks in her waiting period under the Unemployment Insurance Act. An employee who terminates employment during or at the conclusion of pregnancy leave, or less than one (1) month after completing such a leave shall reimburse the Employer for any SUB benefits which she has received.

(1307) During each calendar year on a non-cumulative basis, an employee may take up to two (2) days' leave of absence with pay as a result of a family

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emergency or sickness of or injury to a member of the employee's immediate family. **One (1)** of these days may be used during paternity leave. **One** of these days may be used for **personal** emergency which requires the employee to be absent from work. Any unused day(s) are to be taken between **Christmas** and New Year's, if operationally feasible. **This** entitlement shall **satisfy** the first **two (2)** days of any statutory entitlement to family, personal or similar leave introduced during the term of **this** collective agreement.

**(1308)** Leaves provided for in Article **13** shall not constitute breaks in continuity of **service**, but such unpaid leave in excess of fifteen **(15)** calendar days in a year shall not be considered service time in the computation of benefits dependent upon length of service nor in computing length of service for the purpose of wages or wage progression.

Leaves provided for in Article **13** shall be considered service time in the computation of severance or dismissal pay with the exception that time in excess of twenty-four **(24)** continuous months on a leave pursuant to Article **1302** shall not be considered service time in the computation of severance or dismissal pay.

Notwithstanding the foregoing, any pregnancy leave and/or parental leave granted to an employee under the provisions of the Employment Standards Act as set out in section **1306(a)** of **this** Agreement will, up to the maximum **period** of entitlement for such leaves prescribed by the Act, be considered service time in the computation of benefits dependent on length of service and in computing length of service for the **purpose** of wages or wage progression.

**(1309)** Employees shall be entitled to participate in a **deferred** compensation leave plan in accordance with the Letter of Understanding which is attached to and forms **part** of **this Agreement**.

#### **ARTICLE 14 -PART-TIME AND TEMPORARY EMPLOYEES**

**(1401)** A part-time employee is one who is hired or returns from sick leave to work regularly not more than twenty-eight **(28)** hours (80%) in the work week. Any part-time employee may work the hours of a regular full-time employee to cover vacations as provided in (a) below without affecting his or her part-time status and every effort will be made to first offer such work to regular part-time employees. **A** temporary employee is one employed for full or part-time work:

(a) for a **period** of up to five **(5)** months to cover for vacations; or a **period** of up to four **(4)** months, plus one **(1)** month in segments of not less than five **(5)** working days;

(b) to cover an approved leave of absence, including sickness, for the duration of such absence;

(c) for other reasons or special projects for periods up to four **(4)** months.

Except for the one **(1)** month period described in (a) above, temporary employees shall not be eligible to be re-hired as temporary employees within a period of one year from the date their temporary employment first commenced. The Union shall be notified in writing as to the reason for such employment, and its expected duration when known. If, within four weeks of the end of employment as a temporary employee, an individual is re-hired as either a regular or temporary employee, the employee's service shall be deemed to be continuous.

**(1402)** Part-time and temporary employees shall not be employed for work normally or appropriately performed by regular full-time employees where, in effect, such employment would eliminate or displace a regular or full-time employee.

**(1403)** Part-time and temporary employees are covered by all provisions of **this** contract, except those for which eligibility is regular full-time employment. **This** Section shall be applied as described in Appendix A of **this Agreement** for those benefits listed in Appendix A.

Temporary employees hired to cover for vacations during the period of April **15** to September **30** shall not be eligible for the Extended Health Care, Semi-Private Hospitalization, **Dental** and **Long Term Disability Plans** unless such an employee is eligible based on **service** prior to commencing the employment to cover for such vacations.

**(1404)** Part-time employees shall be paid on an hourly basis equivalent to the weekly **minimum** wage provided for their classification and experience.

**(1405)** Effective February **14, 1977**, in computing length of service for the purpose of advancement in the **wage** scales, part-time employees shall be credited with one and one-half **times** their actual hours worked, to a maximum of the unit of hours constituting a normal work week as described in **Article 4**.

#### **ARTICLE 15-TRANSFERS**

**(1501)** **An** employee may be transferred by the Employer to another enterprise in the same city, or to another city, whether in the **same** enterprise or in other enterprises conducted by the Employer, or by a subsidiary, related or parent company of the Employer **only** upon the mutual consent of the Employer and the employee. The Employer shall pay reasonable transportation and other moving expenses of the employee and family. There shall be no reduction in **salary** or impairment of other benefits as a result of such transfer except upon the **mutual** consent of employee, Employer and Union.

**(1502)** The Employer agrees not to transfer an employee to a position outside the bargaining unit without the employee's consent except where a surplus condition exists in the classification from which the Employer wishes **to** make the transfer, Where a surplus exists, the Employer will first seek volunteers within the affected classification willing to

accept the transfer. In the event that there are no volunteers who in the opinion of the Employer are capable of performing the work required, it will transfer the most junior employee from the affected classification who in the opinion of the Employer is capable of performing the work required, provided that the classification to which the employee is to be transferred is in a Union bargaining unit and provided the employees remaining in the affected classification are in the opinion of the Employer capable of performing the work remaining.

(1503) There shall be no reduction in salary or impairment of benefits as a result of a transfer to another position or classification except upon the mutual consent of employee, Employer and the Union, and the Employer shall make all efforts not to so transfer an employee against his wishes. A complaint by an employee about such a transfer shall be dealt with, if necessary, under the provisions of the grievance procedure. An employee transferred to a higher classification and found unsuitable for that classification shall be restored after not more than four months to his previous classification and salary.

#### ARTICLE 16-MISCELLANEOUS

(1601) **Bulletin Boards.** The Employer agrees to provide bulletin boards in appropriate places for the use of the Union.

(1602) **Struck Work** No employee shall be required to work at the office of or for another Toronto daily newspaper where there is a legal strike of the Union concerning employees in his classification.

Union members shall not be required to cross a picket line at the premises of the Employer because of a lawful strike by Union members who are employees in another Union bargaining unit of the Employer, provided such members exercise such option when first confronted by such picket line. Such Union members will not be paid for the time they are absent from work but their jobs will not be in jeopardy because they are exercising such option. Absence provided for in this Article shall not constitute breaks in continuity of service, but shall not be considered service time in the computation of benefits dependent upon length of service. The Employer shall not be liable for his share of financial benefits provided in this Agreement during such absence.

(1603) In all cases where notice to the Union is required, such notice shall be addressed to the Chairperson of The Globe and Mail Unit at the offices of the Union.

(1604) As required by the Labor Relations Act, there shall be no strike or lockout as long as this Agreement continues to operate.

(1605) In cases of emergencies affecting the property or materials of the Employer, such as wrecks, fire, storms, floods and acts of God, overtime

and work on Sundays, holidays or sixth days may be paid at straight time in cash. This shall not apply for work performed by employees on breakdown of plant or equipment resulting from normal hazards.

(1606) In the renewal of any agreement the Employer now has, or may have, with another union, the Employer will not agree, without the consent of the Union, to assign to members of such union any work now done by employees covered by this Agreement.

(1607) Employees shall have the right to examine the Employer's Human Resource and/or Departmental personnel file, if any, on the employee during business hours, to obtain copies of anything contained therein, and to have recorded in the file the employee's comments on anything contained in the file.

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

(1609) All reference to the Employer shall mean the Employer or his representative.

#### ARTICLE 17-GRIEVANCEPROCEDURE

(1701) The Union shall designate a committee of its own choosing including not more than three employees, to deal with the Employer or his authorized agent on any matter arising from the application of this Agreement or affecting the relations of the employees and the Employer.

(1702) The parties agree to meet within five days after request for such meeting. Efforts to adjust grievances shall be made on Company time.

The parties agree that the processing of grievances, including referrals to arbitration, shall be carried out as promptly as is reasonably possible.

(1703) Any matter, except renewal of this contract, may be a difference between the parties and if not satisfactorily settled within thirty days of its first consideration may be submitted by either party to final and binding arbitration. Any such matter not referred to arbitration within ninety days of its first consideration shall not be arbitrable. Within ten days of requesting arbitration, the party making the request shall submit to the other the name of the arbitrator who will represent the party requesting arbitration, and within ten days the other party shall by written notice name the arbitrator who will represent it. The arbitrators thus named shall jointly select an impartial third person who shall be chairman of the arbitration board. If the two arbitrators selected by the parties are unable to select a third arbitrator within ten days of the appointment of the second arbitrator, the parties to this Agreement shall request the Minister of Labor for Ontario to appoint the third arbitrator. Any of the aforementioned time limits may be extended by mutual consent of the parties to this Agreement.

(1704) The Employer and the Union shall defray the expenses of their respective appointees to the

arbitration board, and the expenses of the third arbitrator shall be borne equally by the Employer and the **Union**, except that neither party shall be obligated to pay any part of the cost of a stenographic transcript without express **consent**.

(1705) Notwithstanding the thirty (30) day time limit specified in Section 1703, either party may refer to final and **binding** arbitration a grievance arising out of the dismissal of an employee that is not satisfactorily settled within **fifteen (15)** days of the date of such dismissal. The parties may agree to a single arbitrator to hear a dismissal **grievance**.

(1705A) **An** arbitrator or arbitration board shall have **no** power to modify, amend or add to the **terms** of this Agreement, nor to make any decisions inconsistent therewith.

(1706) Employees shall have the **right** to have a steward present at any disciplinary or dismissal meeting with the Employer, any meeting with the Employer concerning a **warning** for absenteeism, and any meeting called with the employee to investigate alleged serious misconduct on the part **of** the employee where, because of the circumstances of the alleged misconduct, it is **likely** that a suspension or dismissal would be imposed. The Employer shall advise the employee of **this** right prior **to** such a meeting.

Employees shall be notified in **writing** of the grounds for any **written warning**, suspension, or dismissal with a copy to the **Union** in the use of a **final warning**, suspension or dismissal.

Where practicable, before disciplining or dismissing an employee, the Employer will endeavour to give the employee an **opportunity** to provide an explanation.

#### ARTICLE 18-MILITARY SERVICE

(1801) **An** employee who has **left** or leaves the employment of the Employer to enter any kind of military service of the Canadian or Allied governments during a state of war or under enforced military **service** shall, **on** release from such service, resume his position or a comparable one with a wage not less than that prevailing **on** his return for his classification **on** leaving.

(1802) Time spent in such service **on** or after September 3rd, 1939, shall be considered service time with the Employer in computing severance pay, length of vacations, and all other benefits which depend in whole or in **part upon** the length of service with the Employer.

(1803) **An** employee leaving for such service shall receive accrued vacation pay.

(1804) If an employee, **upon** his return from such service, is found **to** be physically incapacitated to the extent that he is unable to resume **his** former employment, the Employer agrees to make all efforts to place **him** in other acceptable employment and shall consult with the **Union** thereon.

(1805) To ensure the benefits of **this** Article, application for resumption of employment must be made within **90** days **after** termination of such service, plus travel time from separation centre to place of employment.

(1806) **An** employee promoted to take the place of one entering such service may, upon the resumption of employment by such employee, be returned to his previous position and wage but at **not** less than the then current minimum for that position.

(1807) **An** employee hired as a replacement for one entering **such** service shall be covered by all the provisions of **this** Agreement, except by **this** military service clause.

(1808) **An** employee hired as a replacement for one entering such service shall be given preference over any new employee in filling a vacancy for which both are equally qualified other than the one caused by an employee entering such service.

#### ARTICLE 19-HIRING

(1901) If the Employer **finds** it necessary to fill vacancies or requires additional employees, he shall **so** **notify** the **Union**.

(1902) The Employer agrees that when **hiring** it will not **discriminate** **on** the basis of membership or activity in the **Union**; nor on the basis of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, **sexual** orientation, age, record of offences, marital status, family **status** or handicap contrary to the provisions of the **Ontario Human Rights Code**.

(1903) The Employer agrees not to have or enter into any agreement with any other Employer **binding** such other Employer not to offer or give employment to the employees of the Employer.

(1904) The Employer shall post notices of vacancies within the **Union's** bargaining units for at least seven (7) **days**. **Such** notices shall use the proper classification title under **this** Agreement to describe the job where applicable and shall specify, if not specified in the contract, the salary grid and that premiums or bonuses are paid for the position. Advertising for candidates **to** fill such vacancies may commence **no** **sooner** **than** the first day of posting of the notice. Copies of such notices shall be sent to the **Union** office.

The Employer agrees to interview all applicants from within the **Union's** bargaining units. The Employer shall notify the applicants of the **hiring** decision before a general announcement is made. Applicants shall be notified of the status of their application within **thirty** (30) days.

#### ARTICLE 20 -SECURITY

(2001) There shall be **no** dismissal or any form of discipline of employees except for just and **sufficient** cause, subject to Section (2012).

(2002) There shall be **no** dismissals of or other discrimination against any employee because of his

membership or activity in the Union; nor as a result of this Agreement coming into effect; nor on the basis of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap contrary to the provisions of the Ontario Human Rights Code. The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment. The Employer will not tolerate sexual harassment of employees.

(2003) Termination notice will be in accordance with the provisions of The Employment Standards Act of Ontario. Notwithstanding the foregoing it is understood that in the case of an economy dismissal in Section 2004, or a reduction in staff in Section 2004A, there will be a minimum of eight weeks' notice. In the case of a dismissal for alleged incompetence, at least two weeks' notice will be given and one week's notice will be given for any other dismissal except dismissal for gross misconduct, in which case no advance notice of dismissal need be given. Termination notice shall be in writing to the employee with a copy to the Union and shall give the reason for the dismissal.

(2004) (a) Economy dismissals shall be made only when in the opinion of the Employer failure to reduce the staff would impair the financial stability of The Globe and Mail, or that the efficient production of The Globe and Mail would be impaired if such dismissals did not occur. In such circumstances, before any such dismissals are made the Employer and the Union will discuss other means of effecting necessary economies.

(b) There shall be no dismissals for a period of three weeks after a decision to reduce the force has been made in accordance with 2004(a). During this time, employees in the classifications involved may offer to resign in return for severance pay. Such a resignation will be effective eight (8) weeks after the offer to resign is accepted. The Employer may release the employee sooner provided the employee is paid until the effective date of the resignation.

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

(c) Employees will be dismissed within each classification on the basis of the reverse order of their total length of service since last hired provided the capabilities of the employees concerned are relatively equal and provided those remaining are qualified to perform the work required. Classification

means a job classification listed within a wage group in Article 6 - Wages.

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

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

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

(g) The employees ultimately dismissed shall be entitled to severance pay provided by Section 1101.

(2004A) The Employer has a right to introduce and use new processes or new equipment or machinery. The Employer will provide three months' notice to the Union prior to the introduction of new processes or new types of equipment or machinery when such introduction would result in a reduction in staff (other than probationary employees at the time the notice is given). For employees hired prior to January 1, 1977, the Employer agrees to effect by attrition any reduction in staff (other than probationary employees) resulting from the introduction of new processes or new equipment or machinery. The Employer will provide retraining to qualify employees for relocation and such retraining will be at the time and expense of the Employer. There will be no reduction in salary for those dislocated by the introduction of new processes or new equipment or machinery. The Employer will notify the Union of any new job classifications that are created as a result of the introduction of new processes, new equipment or machinery.

(2005) Any employee dismissed under Section 2004 or 2004A shall, in the reverse order in which the dismissal was made, be offered the first opportunity to be rehired to a vacancy in the same classification from which the individual was dismissed, whenever a vacancy occurs in such classification within three years of the date of the individual's dismissal.

(2006) Any individual who either refuses a position in the classification from which he was dismissed or has not been rehired by the Employer

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

(2007) When a vacancy develops which is not filled pursuant to Section 2005, dismissed individuals who do not qualify for rehire to that classification under Section 2005 shall be offered re-employment in the order of their overall seniority, if their competence to perform the duties of the job has been established to the satisfaction of the Employer. Any dismissed individual who accepts employment in a lower classification, however, retains his right to an opening in the classification from which he was dismissed in accordance with Section 2005.

(2008) To the extent permitted by the particular plan or benefit provisions, any employee who was dismissed under Section 2004 or 2004A and is rehired shall be credited with the length of service he previously accumulated in the employ of the Employer. In such cases, severance pay accrual shall commence on the date of re-employment provided there shall be no duplication of accrual credits in the event of re-employment.

(2009) The Employer will provide to the Union notice of any offer of re-employment and notice of the results thereof. Notice of an offer of re-employment shall be good and sufficient notice if delivered to the Union and the last address the employee (or the Union on behalf of the employee) has communicated to the Employer.

(2010) There shall be no imposition of unreasonable duties upon any employee Constituting in fact a speed-up.

(2011) There shall be no reduction in staff because of vacations, holidays or sick leave where there is no reduction in the work load resulting from such occasions.

(2012) New employees shall be considered probationary employees for the first three months of their employment. The probationary period for part-time employees hired after the date of signing of this Agreement shall be thirty (30) shifts. When a temporary employee is hired as a regular full-time employee in the same job classification within four weeks of the end of his temporary employment, his probation shall be reduced by the length of his temporary employment. Probationary employees may be dismissed for any reason prior to the successful completion of their probationary period, whether extended or not, provided the Employer does not act in bad faith or in contravention of any provisions of this Agreement. It is agreed that the standard for dismissing probationary employees as reflected in this Article is a lesser standard within the meaning of

the Labour Relations Act. Probationary employees whose probationary period is extended for a period beyond three months shall be entitled to insurance coverage for all benefit plans normally available to employees who have successfully completed their probationary period.

(2013) Any employee who has successfully completed a probationary period in a position at The Globe and Mail outside the bargaining unit and who is subsequently transferred into the bargaining unit shall not be required to serve a new probationary period except by mutual agreement. However, if the employee is found unsuitable for any reason within three (3) months of the transfer the employee may be returned to his previous classification and salary.

#### ARTICLE 21-INFORMATION

(2101) The Employer shall supply the Union, on signing, mid-contract and again three months before the expiry date of the Agreement with a list containing the following information for all employees covered by this Agreement:

- (a) Name, sex, social insurance number, address and telephone number if available.
- (b) Date of hiring and date of birth.
- (c) Classification.
- (d) Salary, except on signing.

(2102) The Employer shall notify the Union monthly in writing of:

- (a) Changes in classification and effective date.
- (b) Resignations, retirements, deaths.
- (c) The data specified in Section 2101 for each new employee.

#### ARTICLE 22-HEALTH AND SAFETY

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

(2201) The Employer and the Union shall establish a joint committee to investigate all aspects of health and safety in connection with the operation of the newspaper. The committee shall be composed of an equal number of Employer and Union representatives. The committee shall have the power to investigate all suspected health and safety hazards and recommend corrective measures where required. The Employer will respond in writing to each recommendation of the Committee within a reasonable time. Union representatives to the committee shall be afforded such time off as is necessary to transact activities within the scope of the committee and they shall suffer no loss of wages.

(2201A) The Health and Safety Committee is presently operating under guidelines, a copy of which is attached to this Agreement as Appendix I. The guidelines may be changed by the Health and Safety Committee, and are subject to the requirements of the Occupational Health and Safety Act as amended.

(2202) An employee requiring leave to participate in a recognized programme for the treatment of drug

or alcohol abuse shall be granted such leave as is necessary under the provisions of Article 10, subject to reasonable limits on the length and repetition of any such leave. Proof of participation in such recognized programme shall be submitted to the Employer.

(2203) The joint Health and Safety Committee shall be given the opportunity to review and discuss proposals for the modelling of work areas within its jurisdiction.

(2204) The Employer shall encourage the employees who work on VDTs to take annual eye examinations and shall make available the time to do so.

(2205) The Employer agrees to provide VDT glare screens in all cases where such screens are requested.

(2206) A pregnant employee may request that she not be assigned to VDT operation during the term of her pregnancy. Such an employee will be offered other work for which she is capable if the need for such work exists. If the position to which she is transferred carries a lower rate of pay her salary shall not be reduced. If no work exists for which she is qualified, she will be offered a leave of absence without pay until she returns from maternity leave.

(2207) The Employer shall provide for radiation emission testing once a year on all Video Display Terminals used by Union members. Such testing shall include tests for x-radiation, very low frequency electric and magnetic fields, extremely low frequency electric and magnetic fields and ultrasound. All test results shall be provided to the joint Health & Safety Committee. The Employer agrees to provide shielding where necessary.

(2208) New or replacement video display terminals shall be tested as outlined in Section 2207 before being placed in service.

(2209) The Employer shall keep a record of chemicals currently or previously used at The Globe and Mail, including their contents and properties and instructions for safe use, and shall provide this information to the joint Health and Safety Committee. No new chemical shall be used before the above information is available.

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**APPENDIX A**

	<b>REGULAR PART-TIME</b>	<b>PART-TIME</b>
<b>DEFINITION</b>	An employee who is regularly scheduled to work 17 1/2 hours or more but less than 28 hours a work week.	An employee who is scheduled to work less than 17 1/2 hours per week.
<b>SICK LEAVE</b>	Eligible after 60 scheduled shifts. Payment of full day's pay made only for those days scheduled to work but absent due to illness.	Not eligible, except employees on staff prior to December 19, 1983.
<b>LONG-TERM DISABILITY INSURANCE</b>	Effective January 1, 1997. Eligible after 50 scheduled shifts. Paid 100% by Company.  Benefit: 60% of salary (based on the employee's salary calculated on the basis of the number of hours per week the employee is regularly scheduled to work). Excludes salary for all time worked in excess of the number of hours per week the employee is regularly scheduled to work as a part-time employee.*  * While a regular part-time employee is temporarily working a 35-hour work week (e.g. summer vacation coverage) or temporarily working in a different classification, the employee will be entitled to LTD benefits based on the employee's salary for the classification the employee would be working in but for the temporary assignment, calculated on the basis of the number of hours per week the employee is regularly scheduled to work as a part time employee.	Not eligible
<b>STATUTORY HOLIDAYS</b>	If worked on the holiday, paid double time plus regular day's pay. If holiday is not worked, paid a day's pay for the holiday.	If worked on the holiday, paid double time. If holiday is not worked, employee paid a day's pay only if: -employed 3 months or more, and • has worked 12 days or more in the 4 week period immediately preceding the holiday.
<b>DHIP</b>	Compulsory unless exempt. Paid 100% by Company.	Not eligible.
<b>EXTENDED HEALTH CARE</b>	Optional after 60 scheduled shifts. Paid 100% by Company.	Not eligible.
<b>SEMI-PRIVATE HOSPITALIZATION</b>	Optional after 60 scheduled shifts. Paid 50% by Company.	Not eligible.
<b>DENTAL INSURANCE</b>	Optional after 60 scheduled shifts. Paid 50% by Company.	Not eligible.

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LETTERS OF UNDERSTANDING

RE: COVERALLS

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

RE: CLASSIFICATION REINSTATEMENT

This will confirm the Company's undertaking during negotiation of the Maintenance-Delivery Agreement that if the following classifications: Stationary Engineer, Elevator Operator, Parking Lot Attendant, which were removed from Section 101; and Parking Lot Attendant and Elevator Operator, which were also removed from Section 601 of the Agreement which expired June 30, 1975 are reinstated by the Company, such classifications will be returned to the Sections from which they were removed. Minimum salaries for any job classification so reinstated will be negotiated at that time.

RE: BUNDLE WEIGHT

It is not the intention of the Employer to require employees to handle bundles weighing more than forty-five pounds, but the Employer and Union recognize that this requirement may occur in the case of mechanical malfunction or extraordinary circumstances.

RE: PROTECTIVE JACKETS

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

RE: TRAINING COMMITTEE

A Committee to examine the subject of training employees in the Maintenance-Delivery department shall be formed, to consist of not more than six nor less than four members from the Maintenance-Delivery department with equal representation from The Globe and Mail and the Union.

RE: SHIFTS OF LESS THAN SEVEN HOURS

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

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**SCHEDULE (C)**

**CIRCULATION**

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## SCHEDULE (C) Effective July 1, 1996 to June 30, 2002

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### ARTICLE 1-COVERAGE

(101) This Schedule covers all employees of the Employer in the Circulation Department save and except the following: Director of Circulation, Assistant Director of Circulation, Circulation Managers, Operations Manager: Toronto PMA, Assistant to circulation Manager: National Edition, Circulation Marketing Manager, Traffic Supervisor, Single Copy Supervisors, Branch Managers, Circulation Statistics Manager, Consumer Relations Manager, District Representatives, Assistant District Representatives, persons exercising managerial functions equal or superior to those described above, and four confidential secretaries.

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

### ARTICLE 2 - UNION SHOP

(201) It is a condition of employment of any employee as of the date of the signing of this Agreement who is a member of the Union or who thereafter becomes a member of the Union, that he remain a member in **good** standing. It is a condition of employment of each new employee that within four months **after his** or her date of employment, such employee shall either (1) become a member of the Union or (2) advise the Union in writing, by registered mail that he or she does not wish to become a member of the Union. **As an alternative** to the registered mail, the Union **office** will give the

sender a receipt for such notification. The Union **agrees** that it will retain in membership any employee subject to the constitution and the bylaws of the Union. **An** employee dismissed under **this** Article shall not receive severance pay.

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

(203) The Employer agrees to advise new employees that a collective agreement is in effect and of the conditions of employment with regards to Union membership and deduction of Union dues. The employee's immediate supervisor will advise the employee of the name(s) and location(s) of his/her steward(s).

The Employer agrees that **a** Union steward will be given an opportunity by his/her supervisor to interview each new employee within regular working hours, without loss of pay, as soon as practicable subject to operational requirements, for fifteen minutes for the purpose of acquainting the new employee with the benefits and responsibilities of Union membership.

### ARTICLE 3-DUES DEDUCTION

(301) The Employer shall deduct from the earnings of each employee covered by this Agreement and pay to the Union not later than the 10th day of each month all Union dues and assessments. **Such** dues and assessments shall be deducted weekly from the employee's earnings in accordance with a schedule furnished the Employer by the Union. Such schedule may be amended by the Union at any time.

The Employer shall, when remitting dues and assessments to the Union, give the names of the employees from whose pay deductions have been made and the amount of the deduction.

### ARTICLE 4-HOURS AND OVERTIME

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

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

When, by reason of mechanical breakdown or weather conditions or any other cause beyond his control, a box repair person on duty out of town is unable to return to Toronto and is authorized to lay over, he shall be deemed to have completed his shift at the **usual** time and shall be deemed to have worked his **usual** shift in each 24 hour **period** until his **return**.

(403) The Employer shall pay for all authorized overtime at the rate of one and one-half times the regular straight time rate. Overtime shall be **defined as** work required and **authorized** to be performed by an employee beyond the unit of hours in a **shift**, the unit of hours in the work week, or any work

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performed at hours not scheduled as provided in Section 405.

Any employee scheduled to work both a Saturday and a Sunday shift shall be paid double time for one of those shifts. If one of the two weekend shifts worked is a sixth shift, it shall be designated as the double time shift. If the other weekend shift worked is a seventh shift, it shall be paid at the rate of time and one half the straight time rate.

(404) An employee required to work after his regular shift shall be guaranteed at least one half-hour's pay at the overtime rate. An employee called back to work after having left the office shall be guaranteed at least four hours' pay at the overtime rate, calculation of such time to begin as of the time he received the call provided he reports for work within a reasonable amount of time. An employee required to work on his day off shall be paid at the rate of time-and-one half, with a minimum of four and one-half hours' pay, in addition to his regular weekly salary.

Overtime shall be paid for, except that by mutual agreement with the Department Head, the employee may choose equivalent time off. The Employer reserves the right to limit the amount of time off to be accumulated by an employee. Time off shall be taken at a mutually agreed time and a request to take time owing shall not be unreasonably denied. Granting of time owing shall be confirmed in writing when requested.

(405) Tentative schedules of starting times shall be posted at least two weeks in advance of the week for which they apply and schedules of Starting times shall be posted not later than the Monday one week prior to the week Monday to Sunday. The Employer will attempt to keep to a minimum the number of changes between the tentative schedule and the final schedule.

No advance notice need be given of a change in starting time if the change is no more than one hour earlier or later than the scheduled starting time. In the event of changes of more than one hour, the provisions of Section 403 shall apply to the extent of the change in excess of one hour. An employee shall not be required to begin one scheduled shift sooner than twelve hours following the end of another scheduled shift.

(406) Schedules of days off shall be posted at least two weeks in advance. When days off are changed within two weeks by other than mutual consent, the day off worked shall be at the overtime rate. Where it is possible, without incurring additional expense, employees shall be given two consecutive days off if requested.

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

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

## ARTICLE 5-GENERAL WAGE PROVISIONS

(501) Experience Classification. In the application of the following schedule of minimums, experience shall include all employment in comparable work. Employees shall be classified as to job title and experience rating at the time of employment, transfer or promotion, and the Union notified in accordance with the provisions of Article 21. An employee paid the salary for an experience classification higher than his actual experience requires shall receive such higher experience rating and thereafter advancement to succeeding salary minimums shall occur on the anniversaries of such upgraded rating. An employee paid a salary between that for his experience rating and the succeeding one shall be advanced to not less than the succeeding minimum on the next anniversary of his experience rating. Any disagreement with the experience rating must be made to the Employer within 120 days of the date of hiring.

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

(503) Dual Work Any employee who works for a full shift in more than one classification shall receive the rate of the higher classification next higher in dollars to the rate the employee receives in the lower classification for the time worked in that classification.

An employee temporarily assigned for a minimum of a full shift, or permanently transferred to a higher paid classification within the bargaining unit, shall receive the rate of the higher classification next higher in dollars to the rate the employee received in the lower classification. This shall not apply to training periods of up to two weeks in a higher classification. In the case of a permanent transfer an employee, except for an employee who was at the top of his salary scale prior to the transfer, will be credited with seventy-five per cent (75%) of his current anniversary year service in the lower classification and the date for advancement to succeeding salary minimums in the higher classification shall be adjusted accordingly.

(504) Salaries Above Minimum. The minimum wages established herein are minimums only. Salaries above those provided in Section 601 may be paid to an individual employee as recognition of individual merit and performance. The Union may represent employees in bargaining for such salaries.

(505) Night Differential. Any employee, the major part of whose shift is worked at any time between 7 p.m. and 7 a.m., shall receive a night differential of \$11.00 (effective January 1, 1997, \$12.00; effective January 1, 1999, \$13.00) for each such shift worked. Any employee whose shift commences at or after 7:00 p.m. and before 5:00 a.m. shall receive a night differential of \$13.00 (effective January 1, 1997, \$14.00; effective January 1, 1999, \$15.00) for each such shift worked. There shall be no reduction of

night differential **from** sick leave, vacation or holiday pay for employees regularly assigned to night work.

**(506)** Payment of wages shall continue to be made weekly. Effective September 1997, payment of wages shall be made **every** second week.

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

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**ARTICLE 6-WAGES**

(601) The following **minimum** weekly salaries shall be in effect during the term of this Agreement. The various wage rates shall become effective for **shifts starting after 12:01 a.m.** on the dates shown.

**Group A**

Senior Customer Service Representative, Subscriptions Analyst

	<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
<b>Start</b>	\$627.52	\$636.93	\$649.67	\$665.91	\$682.56	\$699.63
After 1 Year	\$657.66	\$667.52	\$680.88	\$697.90	\$715.34	\$733.23
After 2 Years	\$736.86	\$747.91	\$762.87	\$781.94	\$801.49	\$821.53
After 3 Years	\$827.35	\$839.76	\$856.56	\$877.97	\$899.92	\$922.42
After 4 Years	\$934.58	\$948.60	\$967.57	\$991.76	\$1,016.55	\$1,041.97

**Group B**

Senior Subscriptions Representative

	<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
<b>Start</b>	\$581.55	\$590.27	\$602.08	\$617.13	\$632.56	\$648.37
After 6 Mths	\$625.65	\$635.03	\$647.74	\$663.93	\$680.53	\$697.54
After 1 Year	\$649.94	\$659.69	\$672.88	\$689.70	\$706.95	\$724.62
After 2 Years	\$713.88	\$724.59	\$739.08	\$757.56	\$776.50	\$795.91
After 3 Years	\$786.70	\$798.50	\$814.47	\$834.83	\$855.70	\$877.10
After 4 Years	\$859.51	\$872.40	\$889.85	\$912.10	\$934.90	\$958.27

**Group C**

Alternate Product Co-ordinator

	<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
<b>Start</b>	\$591.30	\$600.17	\$612.17	\$627.48	\$643.16	\$659.24
After 1 Year	\$646.30	\$655.99	\$669.11	\$685.84	\$702.99	\$720.56
After 2 Years	\$711.30	\$721.97	\$736.41	\$754.82	\$773.69	\$793.03
After 3 Years	\$786.30	\$798.09	\$814.06	\$834.41	\$855.27	\$876.65

**Group D**

Box Repair Person

	<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
<b>Start</b>	\$703.07	\$713.62	\$727.89	\$746.09	\$764.74	\$783.86
After 6 Months	\$781.27	\$792.99	\$808.85	\$829.07	\$849.80	\$871.04

**Group E**

Home Delivery Co-ordinator, Branch Co-ordinator, Statistics Assistant

	<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
<b>Start</b>	\$576.30	\$584.94	\$596.64	\$611.56	\$626.85	\$642.52
After 1 Year	\$637.30	\$646.86	\$659.80	\$676.29	\$693.20	\$710.53
After 2 Years	\$698.30	\$708.77	\$722.95	\$741.02	\$759.55	\$778.54
After 3 Years	\$761.30	\$772.72	\$788.17	\$807.88	\$828.08	\$848.78

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Group F  
Systems Maintenance Coordinator

	<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
<b>Start</b>	\$571.30	\$579.87	\$591.47	\$606.25	\$621.41	\$636.95
After 1 Year	\$626.30	\$635.69	\$648.41	\$664.62	\$681.23	\$698.26
After 2 Years	\$671.30	\$681.37	\$695.00	\$712.37	\$730.18	\$748.44
After 3 Years	\$736.30	\$747.34	\$762.29	\$781.35	\$800.88	\$820.90

Group G  
Subscriptions Representative

	<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
<b>Start</b>	\$569.14	\$577.68	\$589.23	\$603.96	\$619.06	\$634.54
After 1 Year	\$608.46	\$617.59	\$629.94	\$645.69	\$661.83	\$678.38
After 2 Years	\$650.52	\$660.28	\$673.48	\$690.32	\$707.58	\$725.27
After 3 Years	\$715.96	\$726.70	\$741.23	\$759.76	\$778.76	\$798.23

Group H  
Head Returns Clerk

	<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
	\$710.32	\$720.97	\$735.39	\$753.78	\$772.62	\$791.94

Group I  
Customer Service Representative

	<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
<b>Start</b>	\$567.80	\$576.32	\$587.84	\$602.54	\$617.60	\$633.04
After 1 Year	\$601.25	\$610.27	\$622.47	\$638.04	\$653.99	\$670.34
After 2 Years	\$637.65	\$647.21	\$660.16	\$676.66	\$693.58	\$710.92
After 3 Years	\$703.17	\$713.72	\$727.99	\$746.19	\$764.85	\$783.97

Group J  
Returns Clerk

	<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
	\$627.88	\$637.30	\$650.04	\$666.30	\$682.95	\$700.03

The July 1999 salary grids are based on a two and one-half per cent (2.5%) increase over the July 1, 1998 salary grids. For every full one-half per cent (0.5%) increase in the Consumer Price Index for Toronto (1986 = 100) which exceeds two and one-half per cent (2.5%), comparing June 1998 to June 1999, there will be a one-half per cent (0.5%) increase in the July 1, 1999 wage grids. The one-half per cent (0.5%) increases will be capped such that the total negotiated wage increase (2.5%) when added to C.P.I. adjustments shall not exceed four per cent (4.0%).

The July 2000 salary grids are based on a two and one-half per cent (2.5%) increase over the July 1, 1999 salary grids. For every full one-half per cent (0.5%) increase in the Consumer Price Index for Toronto (1986 = 100) which exceeds two and one-half per cent (2.5%), comparing June 1999 to June 2000, there will be a one-half per cent (0.5%) increase in the July 1, 2000 wage grids. The one-half per cent (0.5%) increases will be capped such that the total negotiated wage increase (2.5%) when added to C.P.I. adjustments shall not exceed five per cent (5.0%).

The July 2001 salary grids are based on a two and one-half per cent (2.5%) increase over the July 1, 2000 salary grids. For every full one-half per cent (0.5%) increase in the Consumer Price Index for Toronto (1986 = 100) which exceeds two and one-half per cent (2.5%), comparing June 2000 to June 2001, there will be a one-half per cent (0.5%) increase in the July 1, 2001 wage grids. The one-half per cent (0.5%) increases will be capped such that the total negotiated wage increase (2.5%) when added to C.P.I. adjustments shall not exceed five per cent (5.0%).

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**ARTICLE 7-VACATIONS**

(701) Subject to 707, employees who will have completed specified periods of service by September 1 of each year shall receive an annual vacation with full pay on the following basis:

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

After one year of continuous service - Three weeks annually.

After five years of continuous service - Four weeks annually.

After thirteen years of continuous service - Five weeks annually.

Effective from the vacation year commencing September 1, 1999,

After eleven years of continuous service - five weeks annually.

Effective from the vacation year commencing September 1, 2001,

After ten years of continuous service - five weeks annually.

After twenty-five years of continuous service - Six weeks annually.

Effective from the vacation year commencing September 1, 2000,

After twenty-three years of continuous service, six weeks annually.

(702) Vacations in each vacation group shall be arranged by the Employer according to seniority. In no event shall an employee be required to take his vacation prior to May 15th or after September 30th. Employees entitled to three, four, five or six weeks vacation may be required to take one week of a three-week vacation, two weeks of a four or five week vacation or three weeks of a six week vacation outside the vacation period in order to accommodate the right of all eligible employees to take their choice by seniority of two weeks' vacation within the vacation period. Employees who fail to select vacation dates prior to May 1, may lose the privilege of selection to which their seniority entitles them. Granting of vacations shall be confirmed in writing when requested.

(703) An employee whose vacation time includes a recognized holiday(s) as defined in Section 801 shall receive an additional day(s) of vacation, or by mutual consent, he shall receive an additional day's pay at his straight-time rate in lieu of the additional day.

(704) All vacations for service to September 1 are to be completed by the following March 31 except upon agreement between the employee and the department head.

(705) Employees who are entitled to six (6) weeks' vacation shall have the right in any year to save their sixth week of vacation to be taken only immediately prior to retirement. In the event of an employee's termination or death prior to taking such vacation time, vacation pay owing shall be paid to the employee or his estate.

(706) Upon termination of employment an employee (or his estate in case of death) shall receive accrued vacation pay at the rate of one day's pay for each 25 work days following the last previous September 1 for those entitled to less than a three-week vacation, for each 16 work days following the last previous September 1 for those entitled to a three-week vacation, for each 12 work days following the last previous September 1 for those entitled to a four-week vacation, for each ten work days following the last previous September 1 for those entitled to a five-week vacation, for each 8 work days following the last previous September 1 for those entitled to a six-week vacation plus pay for any vacation previously earned but not taken.

(707) An employee who has an unpaid leave of absence in excess of fifteen (15) calendar days in the relevant vacation year shall have the vacation period and pay adjusted accordingly on a pro-rata basis. If the employee has completed the vacation period prior to the unpaid leave of absence in excess of fifteen (15) calendar days, the proration will be effective in the following vacation year.

Notwithstanding the foregoing, the vacation period and vacation pay of an employee who will return to work at the end of a pregnancy leave and parental leave in respect of the birth of her child shall not be prorated in respect of such leave, up to the maximum period of entitlement for such leaves prescribed by the Employment Standards Act. Similarly, the vacation period and vacation pay of an employee who returns to work from parental leave shall not be prorated in respect of such leave, up to the maximum period of time prescribed for parental leave under the Employment Standards Act. An employee who terminates employment during or at the conclusion of pregnancy leave, parental leave, maternity leave or extended leave or less than one (1) month after completing such leave shall not be entitled to vacation pay in respect of the period of leave and shall reimburse the Employer for any such pay which has been received.

(708) Notwithstanding the above, effective from September 1, 1996, part-time and temporary employees who will have completed specified periods of service by the next September 1 shall be paid their vacation pay with each salary payment as follows:

- Less than 5 years - 6% of gross earnings
- After 5 years - 8% of gross earnings
- After 13 years - 10% of gross earnings
- Effective September 1, 1999,
- After 11 years - 10% of gross earnings,
- Effective September 1, 2001,
- After 10 years - 10% of gross earnings
- After 25 years - 12% of gross earnings
- Effective September 1, 2000,
- After 23 years - 12% of gross earnings

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In addition, such employees shall be entitled to vacation time off without pay on the same basis as regular full-time employees, if requested by the employee. All vacation pay accrued by such employees as of August 31, 1996 shall be paid to the employees in September 1996.

#### ARTICLE 8-RECOGNIZED HOLIDAYS

(801) The following holidays are recognized New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day. When any of the aforementioned holidays falls on a Sunday it shall be observed on the day designated as the holiday. The holiday shifts shall be those starting within the 24 hour period of the recognized holiday.

Employees shall also be entitled to a holiday on their birthday.

If an additional holiday not recognized herein is declared by government statute during the term of this Agreement the new holiday will also be recognized as a holiday.

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

(803) Employees who are required to work on a holiday shift shall be paid a minimum of a full day's pay at the rate of two times their straight time rate in addition to their regular weekly salary. Authorized overtime worked on a holiday shall be paid at the rate of two times the straight time rate.

By mutual agreement with the Department Head, the employee may choose equivalent time off in lieu of all or part of the holiday premium pay and overtime pay specified above. The Employer reserves the right to limit the amount of time off to be accumulated by an employee. Time off shall be taken at a mutually agreed time and a request to take time owing shall not be unreasonably denied. Granting of time owing shall be confirmed in writing when requested.

(804) An employee whose regular day off falls on a recognized holiday shall receive an additional day off at another date. It is understood that if an employee's regular day off and birthday both fall on a day designated as one of the nine other recognized holidays in section 801, the employee will receive two additional days off at another date.

(805) In a pay week which includes a recognized holiday, work on either or both of the scheduled days off shall be at the overtime rate in spite of the fact that the employee has worked only 4 scheduled days in the pay week (3 scheduled days if the employee's birthday occurs in the pay week) by reason of having the holiday off.

#### ARTICLE 9-GROUP INSURANCE AND RETIREMENT

(901) The Employer shall maintain the Group Life Insurance Plan, or a Plan providing at least equal

benefits, in effect at the time of the signing of this Agreement during the life of this Agreement for full-time employees who have completed their probationary period. Such employees are required to participate in The Globe and Mail Group Life Insurance Plan.

An employee may select coverage equal to \$6,000 or equal to one and one-half times his annual salary at the base rate or two times his annual salary at the base rate. The Company will pay the cost of the first \$6,000 of coverage. For coverage in excess of \$6,000 the employee shall pay 50% of the premium cost per thousand dollars of insurance and the Company shall pay the balance.

(902) The Canadian Newspapers Bargaining and Hourly Employees' Retirement Plan - The Globe and Mail Division providing a retirement program for employees now covered by this Agreement shall be continued by the Employer during the life of this Agreement.

The Employer agrees to continue during the term of the Agreement payment of the Employer's matching contribution to the Canada Pension Plan without requiring reduction in The Canadian Newspapers Bargaining and Hourly Employees' Retirement Plan - The Globe and Mail Division.

#### ARTICLE 10-SICK LEAVE

(1001) Sick leave shall be granted to employees in accordance with past established practice.

Employees who have completed less than three months of service shall claim Employment Insurance benefits.

Employees who have completed three months but no more than three years of service shall be entitled to eight weeks of sick leave at full pay and an additional seven weeks of sick leave at no less than 66.66 per cent of salary up to the Employment Insurance maximum benefit. Employees with more than three years of service shall be entitled to fifteen weeks of sick leave at full pay.

After fifteen weeks of sick leave with pay, the employee shall claim Employment Insurance benefits. The Employer will review the matter of future sick pay at that time.

The Employer will give special consideration to the case of an employee who is ineligible for Employment Insurance sick benefit pay or who is still unable to return to work, due to the illness, when the Employment Insurance sick benefits expire.

In any event the employee shall receive in total no less in such benefits than he would have by past established practice.

(1002) No deductions for sick leave shall be made from overtime or vacation credited or to be credited to the employee.

(1003) The Employer shall pay, on behalf of employees who have completed three (3) continuous months of service, the full monthly premium of the

Ontario Health Insurance Plan, the Extended Health Care Plan (~~\$10/\$20~~ deductibles; including hearing aids coverage with a \$300 lifetime maximum per person (effective January 1, 1997, \$500 lifetime maximum per person); including coverage for Repetitive Strain Injury assessment and treatment performed by the Clinic of Injury and Disease Response or any other health care providers agreed to by the Union and the Employer with lifetime maximums of Electromyography - \$1,000, Stage 1 treatment - \$800, Stage 2 treatment - \$3,000, Stage 3 treatment - \$4,500; and including coverage for glucometer and points), the Vision Care Plan (5200 maximum per person every 24 months; effective July 1, 1999, \$250 maximum per person every 24 months), a long term disability plan (60% of salary), and one-half the monthly premium of the Hospitalization Plan, and one-half the cost of the monthly premium of a dental plan for those with such coverage. ~~The~~ dental plan will include coverage for caps and crowns. Payment for covered services of the Dental Plan will be as specified in the 1994 Fee Guide for General Practitioners of the Ontario Dental Association; effective January 1, 1997, ~~the~~ 1995 Fee Guide for General Practitioners of the O.D.A.; effective January 1, 1998, the 1996 Fee Guide for General Practitioners of the Ontario Dental Association; effective January 1, 1999, the 1997 Fee Guide for General Practitioners of the Ontario Dental Association; effective January 1, 2000, the 1998 Fee Guide for General Practitioners of the Ontario Dental Association; effective January 1, 2001, the 1999 Fee Guide for General Practitioners of the Ontario Dental Association; effective January 1, 2002, the 2000 Fee Guide for General Practitioners of the Ontario Dental Association. The Employer may change carriers as long as equivalent or superior coverage is provided, subject to Section 1004.

(1004) The Employer will notify the **Union** in writing at least thirty (30) days prior to the implementation of any change in coverage in a benefit plan listed in Section 1003. There shall be no reduction in the benefits provided **by** the benefit plans listed in section 1003.

(1005) Upon request, the Employer agrees to meet with the Union to discuss the disposition of any Unemployment Insurance premium rebates.

#### **ARTICLE 11-SEVERANCE PAY**

(1101) Upon dismissal to reduce staff, an employee shall receive **cash** severance pay in a lump sum equal to one week's pay for every 5 months' continuous service or major fraction thereof up to a maximum of 52 weeks' salary. Such pay shall be computed at the salary which was being paid at the time of dismissal.

(1102) When dismissal to reduce **staff** is by reason of the introduction of new processes and/or equipment **and/or** methods, the employee shall receive dismissal pay in a lump sum equal to one (1) week's pay for every five (5) months' continuous

service or major fraction thereof up to a maximum of ~~fifty-two~~(52) weeks' wages plus a **further** fifteen per cent (15%) of said lump sum plus a **further** five hundred dollars (\$500).

(1103) Where the termination of employment provisions of section 13, subsection 1 or 2 of the Employment Standards Act of Ontario and the Regulation under Part II thereof, or any legislation in substitution or **amendment** that makes no substantial change thereof, are applicable, severance pay for affected employees upon dismissal will be calculated on the following basis:

(a) If an affected employee is required to work each week of the stipulated notice of termination period and provided he **so** works, severance pay will be calculated in accordance with section 1101 or 1102 as the case may be.

(b) If an affected employee is not required to work **during** all or a part of the stipulated notice period, the amount of severance pay will be reduced by the amount of pay the employee receives for that **portion** of the notice period that he was not required to work in excess of two weeks.

#### **ARTICLE 12-EXPENSES AND EQUIPMENT**

(1201) Upon submission of expense reports in the prescribed form and properly supported by vouchers where obtainable, the Employer **shall** pay all legitimate expenses **incurred** by employees in the service of the Employer. Employees will not be required to provide an automobile for Company business. Any employee who elects to use his automobile must provide the Employer with satisfactory proof of business insurance for such **use**. The Employer shall provide a mileage allowance to employees who are authorized to use their automobile for Company business at the rate of 33.23 cents per kilometer effective July 1, 1996, adjusted quarterly thereafter commencing October 1, 1996, based on the "Private Transportation" item of the Consumer Price Index by City for Toronto using quarterly averages adjusted from the first quarter average in 1996.

#### **ARTICLE 13-LEAVES OF ABSENCE**

(1301) Upon request the Employer shall **grant** employees leaves of absence without pay for **good** and sufficient cause providing such leave does not cause unreasonable disruption of operations.

(1302) If an employee is elected or appointed to any **office** or position of the Communications, Energy and Paperworkers Union of Canada or **CLC** or office or **position** of a local of the Communications, Energy and Paperworkers Union of Canada, or office or position with any **organization** with which the Communications, Energy and Paperworkers Union of Canada is affiliated, such employee, upon his request, shall be given a leave of absence without pay and **shall** be reinstated in the same or a comparable position upon the expiration of such leave. Except

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for emergencies, a request for a leave of absence of five (5) working days or less shall be made at least forty-eight (48) hours in advance and a request for a leave of absence which extends to more than five (5) working days shall be made at least two (2) weeks in advance.

(1303) Leaves of absence without pay upon request shall be granted to employees elected or appointed delegates to conventions of the Communications, Energy and Paperworkers Union of Canada, or CLC, or any organization with which the Communications, Energy and Paperworkers Union of Canada is affiliated, and to delegates to special meetings called by the Communications, Energy and Paperworkers Union of Canada, or by any branch thereof, or by any organization with which the Communications, Energy and Paperworkers Union of Canada is affiliated. Except for emergencies, a request for a leave of absence of five (5) working days or less shall be made at least forty-eight (48) hours in advance and a request for a leave of absence which extends to more than five (5) working days shall be made at least two (2) weeks in advance.

(1304) Jury Duty. Employees called to serve on juries or subpoenaed as a witness in a judicial proceeding, shall receive their regular weekly salary during periods of such service. It is expressly agreed that this section shall not apply to employees called or subpoenaed as witnesses or participants in proceedings between the parties of this Agreement, e.g., arbitration hearings.

(1305) In the event of a death in the immediate family, i.e., parent, grandparent, child, spouse, brother, sister or parent-in-law, a regular employee will be granted bereavement leave for the purpose of making funeral arrangements or attending the funeral. Pay for such leave will be limited to a maximum of three scheduled working days. One additional day may be granted (total four) if funeral outside continental North America. Upon request, bereavement leave with or without pay may be granted or extended in special circumstances not covered by this Agreement.

(1306) (a) Unpaid pregnancy leave and parental leave shall be granted as provided by the Ontario Employment Standards Act and shall be governed by the terms of that Act.

(b) A request for an additional period of unpaid maternity leave in respect of the birth of an employee's child, consecutive with the leaves referred to in (a), shall not be unreasonably denied, provided that the total length of pregnancy leave, parental leave and maternity leave combined will not exceed twelve (12) months.

(c) A request by an employee who does not qualify for the leave referred to in (b), for an additional period of extended leave in respect of the birth or adoption of the employee's child, consecutive with parental leave, shall not be unreasonably denied, provided that the total length of parental leave and

extended leave combined will not exceed twelve (12) months.

(d) An employee on pregnancy leave, parental leave, maternity leave or extended leave will continue to participate in the benefit plans listed in section (1003), the Group Life Insurance Plan, the Globe and Mail Accident Insurance Plan and the Retirement Plan with the employee and Employer each continuing to make the usual contributions unless the employee elects in writing not to do so.

(e) The Employer will establish a supplemental unemployment benefit (SUB) plan effective July 1, 1992, or as soon thereafter as all necessary rulings and approvals, including those required to allow the Employer to deduct all SUB payments for income tax purposes are received. The SUB plan will provide a payment to an employee on pregnancy leave for the birth of her child who has applied for and qualifies for pregnancy benefits under the Unemployment Insurance Act, equal to the amount of the weekly unemployment insurance benefit she will receive, and paid for each of the two (2) weeks in her waiting period under the Unemployment Insurance Act. An employee who terminates employment during or at the conclusion of pregnancy leave, or less than one (1) month after completing such a leave shall reimburse the Employer for any SUB benefits which she has received.

(1307) During each calendar year on a non-cumulative basis, an employee may take up to two (2) days' leave of absence with pay as a result of a family emergency or sickness or for injury to a member of the employee's immediate family. One (1) of these days may be used for paternity leave. One of these days may be used for personal emergency which requires the employee to be absent from work. Any unused day(s) are to be taken between Christmas and New Year's, if operationally feasible. This entitlement shall satisfy the first two (2) days of any statutory entitlement to family, personal or similar leave introduced during the term of this collective agreement.

(1308) Leaves provided for in Article 13 shall not constitute breaks in continuity of service, but such unpaid leave in excess of fifteen (15) calendar days in a year shall not be considered service time in the computation of benefits dependent upon length of service nor in computing length of service for the purpose of wages or wage progression.

Leaves provided for in Article 13 shall be considered service time in the computation of severance or dismissal pay with the exception that time in excess of twenty-four (24) continuous months on a leave pursuant to Article 1302 shall not be considered service time in the computation of severance or dismissal pay.

Notwithstanding the foregoing, any pregnancy leave and/or parental leave granted to an employee under the provisions of the Employment Standards Act as set out in section 1306(a) of this

Agreement will, up to the maximum **period** of entitlement for such leaves prescribed by the **Act**, be considered service time in the computation of benefits dependent on length of service and in computing length of service for the purpose of wages or wage progression.

(1309) Employees shall be entitled to participate in a deferred compensation leave plan in accordance with the Letter of Understanding which is attached to and forms part of **this** Agreement.

#### ARTICLE 14-PART-TIME **AND** TEMPORARY EMPLOYEES

(1401) A part-time employee is one who is hired or **returns** from sick leave to work regularly not more **than** twenty-eight (28) hours (80%) in the work week. Any part-time employee may work the hours of a regular full-time employee to cover vacations **as** provided in (a) below without affecting **his** or her **part-time status** and every effort will be made to first offer such work to regular part-time employees. A temporary employee is one employed for full or part-time work:

(a) for a period of up to five (**5**) months to cover for vacations; or a period **of** up to four (4) months, plus one (1) month in segments of not less than five (**5**) working days;

(b) to cover an approved leave of absence, including sickness, for the duration of such absence;

(c) for other reasons or special projects for periods up to four (4) months.

Except for the one (1) month period described in (a) above, temporary employees shall not be eligible to be re-hired as temporary employees within a period of one year from the date their temporary employment **first** commenced. The Union shall be notified in **writing** as to the reason for such employment, and its expected duration when **known**. If, within four weeks of the end of employment as a temporary employee, **an** individual is re-hired **as** either a regular or temporary employee, the employee's service shall be deemed to be continuous.

(1402) Part-time and temporary employees shall not be employed for work normally or appropriately performed by regular full-time employees, where, in effect, such employment would eliminate or displace a regular or full-time employee.

(1403) Part-time and temporary employees are covered by all provisions of **this** contract, except those for which eligibility is regular full-time employment. **This** Section shall be applied as described in Appendix A of **this** Agreement for those benefits listed in Appendix A.

Temporary employees hired to cover for vacations during the period of April **15** to September **30** shall not be eligible for the Extended Health Care, Semi-Private Hospitalization, Dental and Long Term Disability Plans unless such an employee is eligible

based on service prior to commencing the employment to cover for such vacations.

(1404) Part-time employees shall be paid on **an** hourly basis equivalent to the weekly minimum wage provided for their classification and experience.

(1405) Effective February 14, 1977, in computing length of service for the purpose of advancement in the wage scales, part-time employees shall be credited with one and one-half times their actual hours worked, to a maximum of the unit of hours constituting a normal work week as described in Article 4.

#### ARTICLE 15-TRANSFERS

(1501) An employee may be transferred by the Employer to another enterprise in the same city, or to another city, whether in the **same** enterprise or in other enterprises conducted by the Employer, or by a subsidiary, related or parent company of the Employer **only** upon the mutual consent of the Employer and the employee. The Employer shall pay reasonable transportation and other moving expenses of the employee and family. There shall be no reduction in salary or impairment of other benefits **as** a result of such transfer except upon the mutual consent of employee, Employer and Union.

(1502) The Employer agrees not to transfer an employee to a **position** outside the bargaining unit without the employee's consent except where a surplus condition exists in the classification from which the Employer wishes to make the transfer. Where a surplus exists, the Employer will **first** seek volunteers within the affected classification willing to accept the transfer. In the event that there are **no** volunteers who in the opinion of the Employer are capable of performing the work required, it will transfer the most junior employee from the affected classification who in the opinion of the Employer is capable of performing the work required, provided that the classification to which the employee is to be transferred is in a **Union** bargaining unit and provided the employees remaining in the affected classification are in the opinion of the Employer capable of performing the work remaining.

(1503) There shall be no reduction in salary or impairment of benefits as a result of a transfer to another position or classification, except upon the mutual consent of employee, Employer and the Union, and the Employer shall make all efforts not to **so** transfer an employee against **his** wishes. **A** complaint by an employee about such a transfer shall be dealt with, if necessary, under the provisions of the grievance **procedure**. An employee transferred to a higher classification and found unsuitable for that classification shall be restored **after** not more **than** four months to his previous classification and salary.

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**ARTICLE 16-MISCELLANEOUS**

(1601) Bulletin Boards. The Employer agrees to provide bulletin boards in appropriate places for the use of the Union.

(1602) Employees shall be free to engage in activities outside working hours, provided

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

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

(1603) All reference to the Employer shall mean the Employer or his representative.

(1604) Employees shall have the right to examine the Employer's Human Resource and/or Departmental personnel file, if any, on the employee during business hours, to obtain copies of anything contained therein, and to have recorded in the file the employee's comments on anything contained in the file.

(1605) In all cases where notice to the Union is required, such notice shall be addressed to the Chairperson of The Globe and Mail Unit at the offices of the Union.

(1606) As required by the Labour Relations Act, there shall be no strike or lockout as long as this Agreement continues to operate.

(1607) Struck Work. No employee shall be required to work at the office of or for another Toronto daily newspaper where there is a legal strike of the Union concerning employees in his classification.

Union members shall not be required to cross a picket line at the premises of the Employer because of a lawful strike by Union members who are employees in another Union bargaining unit of the Employer, provided such members exercise such option when first confronted by such picket line. Such Union members will not be paid for the time they are absent from work but their jobs will not be in jeopardy because they are exercising such option. Absence provided for in this Article shall not constitute breaks in continuity of service, but shall not be considered service time in the computation of benefits dependent upon length of service. The Employer shall not be liable for his share of financial benefits provided in this Agreement during such absence.

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

**ARTICLE 17-GRIEVANCEPROCEDURE**

(1701) The Union shall designate a committee of its own choosing, including not more than three employees, to deal with the Employer or his authorized agent on any matter arising from the application of this Agreement or affecting the relations of the employees and the Employer.

(1702) The parties agree to meet within five days after request for such meeting. Efforts to adjust grievances shall be made on Company time.

The parties agree that the processing of grievances, including referrals to arbitration, shall be carried out as promptly as is reasonably possible.

(1703) Any matter, except renewal of this contract, may be a difference between the parties and if not satisfactorily settled within thirty days of its first consideration may be submitted by either party to final and binding arbitration. Any such matter not referred to arbitration within ninety days of its first consideration shall not be arbitrable. Within ten days of requesting arbitration, the party making the request shall submit to the other the name of the arbitrator who will represent the party requesting arbitration, and within ten days the other party shall by written notice name the arbitrator who will represent it. The arbitrators thus named shall jointly select an impartial third person who shall be chairman of the arbitration board. If the two arbitrators selected by the parties are unable to select a third arbitrator within ten days of the appointment of the second arbitrator, the parties to this Agreement shall request the Minister of Labor for Ontario to appoint the third arbitrator. Any of the aforementioned time limits may be extended by mutual consent of the parties to this Agreement.

(1704) The Employer and the Union shall defray the expenses of their respective appointees to the arbitration board, and the expenses of the third arbitrator shall be borne equally by the Employer and the Union, except that neither party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

(1705) Notwithstanding the thirty (30) day time limit specified in Section 1703, either party may refer to final and binding arbitration a grievance arising out of a dismissal of an employee that is not satisfactorily settled within fifteen (15) days of the date of such dismissal. The parties may agree to a single arbitrator to hear a dismissal grievance.

(1705A) An arbitrator or arbitration board shall have no power to modify, amend or add to the terms of this Agreement, nor to make any decision inconsistent therewith.

(1706) Employees shall have the right to have a steward present at any disciplinary or dismissal meeting with the Employer, any meeting with the Employer concerning a warning for absenteeism, and any meeting called with the employee to investigate alleged serious misconduct on the part of the employee where, because of the circumstances of the alleged misconduct, it is likely that a suspension or dismissal would be imposed. The Employer shall advise the employee of this right prior to such a meeting.

Employees shall be notified in writing of the grounds for any written warning, suspension or

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dismissal with a copy to the Union in the case of a final warning, suspension or dismissal.

Where practicable, before disciplining or dismissing an employee, the Employer will endeavour to give the employee an opportunity to provide an explanation.

#### ARTICLE 18-MILITARY SERVICE

(1801) **An** employee who has **left** or leaves the employment of the Employer to enter any kind of military service of the Canadian or Allied governments during a state of war or under enforced military service shall, on release from such service, resume his position or a comparable one with a wage not less than that prevailing on his return for his classification on leaving.

(1802) Time spent in such service on or after September 3rd, 1939, shall be considered service time with the Employer in computing severance pay, length of vacations, and all other benefits which depend in whole or in part upon the length of service with the Employer.

(1803) **An** employee leaving for such service shall receive accrued vacation pay.

(1804) If an employee, upon his return from such service, is found to be physically incapacitated to the extent that he is unable to resume his former employment, the Employer agrees to make all efforts to place him in other acceptable employment and shall consult with the Union thereon.

(1805) To ensure the benefits of this article, application for resumption of employment must be made within 90 days after termination of such service, plus travel time from separation centre to place of employment.

(1806) **An** employee promoted to take the place of one entering such service may, upon the resumption of employment by such employee, be returned to his previous position and wage but at not less than the then current minimum for that position.

(1807) **An** employee hired as a replacement for one entering such service shall be covered by all the provisions of this Agreement, except by this military service clause.

(1808) An employee hired as a replacement for one entering such service shall be given preference over any new employee in filling a vacancy for which both are equally qualified other than the one caused by an employee entering such service.

#### ARTICLE 19-HIRING

(1901) If the Employer finds it necessary to fill vacancies or requires additional employees, he shall so notify the Union.

(1902) The Employer agrees that when hiring it will not discriminate on the basis of membership or activity in the Union; nor on the basis of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap

contrary to the provisions of the Ontario Human Rights Code.

(1903) The Employer agrees not to have or enter into any agreement with any other Employer binding such other Employer not to offer or give employment to the employees of the Employer.

(1904) The Employer shall post notices of vacancies within the Union's bargaining units for at least seven (7) days. Such notices shall use the proper classification title under this Agreement to describe the job where applicable and shall specify, if not specified in the contract, the salary grid and that premiums or bonuses are paid for the position. Advertising for candidates to fill such vacancies may commence no sooner than the first day of posting of the notice. Copies of such notices shall be sent to the Union office.

The Employer agrees to interview all applicants from within the Union's bargaining units. The Employer shall notify the applicants of the hiring decision before a general announcement is made. Applicants shall be notified of the status of their application within thirty (30) days.

#### ARTICLE 20-SECURITY

(2001) There shall be no dismissal or any form of discipline of employees except for just and sufficient cause, subject to Section (2013).

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

(2002) There shall be no dismissals of or other discrimination against any employee because of his membership or activity in the Union; nor as a result of this Agreement coming into effect, nor on the basis of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap contrary to the provisions of the Ontario Human Rights Code. The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment. The Employer will not tolerate sexual harassment of employees.

(2003) Termination notice will be in accordance with the provisions of The Employment Standards Act of Ontario. Notwithstanding the foregoing it is understood that in the case of an economy dismissal in Section 2004, or a reduction in staff in Section 2005, there will be a minimum of eight weeks' notice. In the case of a dismissal for alleged incompetence, at least two weeks' notice will be given and one week's notice will be given for any other dismissal except dismissal for gross misconduct, in which case no advance notice of dismissal need be given. Termination notice shall be in writing to the employee with a copy to the Union and shall give the reason for the dismissal.

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(2004) Dismissals to reduce staff due to economic reasons will be dealt with as follows

(a) Economy dismissals shall be made only when in the opinion of the Employer failure to reduce the staff would impair the financial stability of The Globe and Mail, or that the efficient production of The Globe and Mail would be impaired if such dismissals did not occur. In such circumstances, before any such dismissals are made the Employer and the Union will discuss other means of effecting necessary economies.

(b) There shall be no dismissals for a period of three weeks after a decision to reduce the force has been made in accordance with 2004 (a). During this time, employees in the classifications involved may offer to resign in return for severance pay. Such a resignation will be effective eight (8) weeks after the offer to resign is accepted. The Employer may release the employee sooner provided the employee is paid until the effective date of the resignation.

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

(c) Employees will be dismissed within each classification on the basis of the reverse order of their total length of service since last hired provided the capabilities of the employees concerned are relatively equal and provided those remaining are qualified to perform the work required. Classification means a job classification listed within a wage group in Article 6 - Wages.

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

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

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

employment experience in comparable work to qualify for a higher minimum salary in the lower classification shall be paid accordingly.

(g) The employees ultimately dismissed shall be entitled to severance pay provided by Section 1101.

(2005) The Employer has a right to introduce and use new processes or new equipment or machinery. The Employer will provide three months' notice to the Union prior to the introduction of new processes or new types of equipment or machinery when such introduction would result in a reduction in staff (other than probationary employees at the time the notice is given). For employees hired prior to January 1, 1977, the Employer agrees to effect by attrition any reduction in staff (other than probationary employees) resulting from the introduction of new processes or new equipment or machinery. The Employer will provide retraining to qualify employees for relocation and such retraining will be at the time and expense of the Employer. There will be no reduction in salary for those dislocated by the introduction of new processes or new equipment or machinery. The Employer will notify the Union of any new job classifications that are created as a result of the introduction of new processes, new equipment or machinery.

(2006) Any employee dismissed under Section 2004 or 2005 shall, in the reverse order in which the dismissal was made, be offered the first opportunity to be rehired to a vacancy in the same classification from which the individual was dismissed, whenever a vacancy occurs in such classification within three years of the date of the individual's dismissal.

(2007) Any individual who either refuses a position in the classification from which he was dismissed or has not been rehired by the Employer within three years of the date of his dismissal automatically terminates his claim to further employment by the Employer. Such an individual shall have the right to refuse a temporary position or a position with a different status (i.e. full-time to part-time or part-time to full-time) or in a different geographic location than the position the employee was dismissed from without affecting his claim to further employment.

(2008) When a vacancy develops which is not filled pursuant to Section 2006, dismissed individuals who do not qualify for rehire to that classification under Section 2006 shall be offered re-employment in the order of their overall seniority, if their competence to perform the duties of the job has been established to the satisfaction of the Employer. Any dismissed individual who accepts employment in a lower classification, however, retains his right to an opening in the classification from which he was dismissed in accordance with Section 2006.

(2009) To the extent permitted by the particular plan or benefit provisions, any employee who was dismissed under Section 2004 or 2005 and is rehired shall be credited with the length of service he



previously accumulated in the employ of the Employer. In such cases, severance pay accrual shall commence on the date of re-employment provided there shall be no duplication of accrual credits in the event of re-employment.

(2010) The Employer will provide to the Union notice of any offer of re-employment and **notice** of results thereof. Notice of an offer of re-employment shall be good and sufficient notice if delivered to the Union and the last address the employee (or the Union on behalf of the employee) has communicated to the Employer.

(2011) There shall be no imposition of unreasonable duties upon any employee constituting in fact a speed-up.

(2012) There shall be no reduction in staff because of vacations, holidays or sick leave where there is no reduction in the work load resulting from such occasions.

(2013) New employees shall be considered probationary employees for the first three months of their employment. The probationary period for part-time employees hired after the date of signing of **this** Agreement shall be thirty (30) shifts. When a temporary employee is hired as a regular full-time employee in the same job classification within four weeks of the end of his temporary employment, his probation shall be reduced by the length of his temporary employment. There shall be a new three-month probationary period for a new employee found unsuitable within his first three months if the Employer tries him in another category or job classification. In such cases the Employer Will give notice to the Union. Probationary employees may be dismissed for any reason prior to the successful completion of their probationary period, whether extended or not, provided the Employer does not act in bad faith or in contravention of any provisions of **this** Agreement. It is agreed that the standard for dismissing probationary employees as reflected in **this** Article is a lesser standard within the meaning of the Labour Relations Act. Probationary employees whose probationary period is extended for a period beyond three months shall be entitled to insurance coverage for all benefit plans normally available to employees who have successfully completed their probationary period.

(2014) Any employee who has successfully completed a probationary period in a position at The Globe and Mail outside the bargaining unit and who is subsequently transferred into the bargaining unit shall not be required to serve a new probationary period except by mutual agreement. However, if the employee is found unsuitable for any reason within three (3) months of the transfer the employee may be returned to his previous classification and salary.

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

(2101) The Employer shall supply the Union on signing, mid-contract, and again 3 months before the

expiry of the Agreement, with a list containing the following information for all employees covered by **this** Agreement:

- (a) Name, sex, social insurance number, address, and telephone number if available.
- (b) Date of hiring and date of birth.
- (c) Classification.
- (d) Experience rating and experience anniversary.
- (e) Salary, except on signing.

(2102) The Employer shall notify the Union monthly in writing of:

- (a) Step-up increases paid by name of the employee and effective date.
- (b) Changes in classification and effective date.
- (c) Resignations, retirements, deaths and any revisions in Section 2101(d) above and effective dates.
- (d) The data specified in Section 2101 for each new employee.

#### **ARTICLE 22-HEALTH AND SAFETY**

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

(2201) The Employer and the Union shall establish a joint committee to investigate all aspects of health and safety in connection with the operation of the newspaper. The committee shall be composed of an equal number of Employer and Union representatives. The committee shall have the power to investigate all suspected health and safety hazards and recommend corrective measures where required. The Employer will respond in writing to each recommendation of the Committee within a reasonable time. Union representatives to the committee shall be afforded such time off as is necessary to transact activities within the scope of the committee and they shall suffer no loss of wages.

(2201A) The Health and Safety Committee is presently operating under guidelines, a copy of which is attached to **this** Agreement as Appendix I. The guidelines may be changed by the Health and Safety Committee, and are subject to the requirements of the Occupational Health and Safety Act as amended.

(2202) An employee requiring leave to participate in a recognized programme for the treatment of drug or alcohol abuse shall be granted such leave as is necessary under the provisions of Article 10, subject to reasonable limits on the length and repetition of any such leave. Proof of participation in such recognized programme shall be submitted to the Employer.

(2203) The joint Health and Safety Committee shall be given the opportunity to review and discuss

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proposals for the remodelling of work areas within its jurisdiction.

(2204) The Employer shall encourage the employees who work on VDTs to take annual eye examinations and shall make available the time to do so.

(2205) The Employer agrees to provide VDT glare screens in all cases where such screens are requested.

(2206) A pregnant employee may request that she not be assigned to VDT operation during the term of her pregnancy. Such an employee will be offered other work for which she is capable if the need for such work exists. If the position to which she is transferred carries a lower rate of pay her salary shall not be reduced. If no work exists for which she is qualified, she will be offered a leave of absence without pay until she returns from maternity leave.

(2207) The Employer shall provide for radiation emission testing once a year on all Video Display Terminals used by Union members. Such testing shall include tests for x-radiation, very low Frequency electric and magnetic fields, extremely low Frequency electric and magnetic fields and ultrasound. All test results shall be provided to the joint Health and Safety Committee. The Employer agrees to provide shielding where necessary.

(2208) New or replacement video display terminals shall be tested as outlined in section 2207 before being placed in service.

(2209) The Employer shall keep a record of chemicals currently or previously used at The Globe and Mail, including their contents and properties and instructions for safe use, and shall provide this information to the joint Health and Safety Committee. No new chemical shall be used before the above information is available.

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APPENDIX A

	REGULAR PART-TIME	PART-TIME
DEFINITION	An employee who is regularly scheduled to work 17 1/2 hours or more but less than 28 hours a work week.	An employee who is scheduled to work less than 17 1/2 hours per week.
SICK LEAVE	Eligible after 60 scheduled shifts. Payment of full day's pay made only for those days scheduled to work but absent due to illness.	Not eligible, except employees on staff prior to December 19, 1983.
LONG-TERM DISABILITY INSURANCE	<p>Effective January 1, 1997. Eligible after 60 scheduled shifts. Paid 100% by Company.</p> <p>Benefit: 60% of salary (based on the employee's salary calculated on the basis of the number of hours per week the employee is regularly scheduled to work). Excludes salary for all time worked in excess of the number of hours per week the employee is regularly scheduled to work as a part-time employee.'</p> <p>* While a regular part-time employee is temporarily working a 35-hour work week (e.g. summer vacation coverage) or temporarily working in a different classification, the employee will be entitled to LTD benefits based on the employee's salary for the classification the employee would be working in but for the temporary assignment, calculated on the basis of the number of hours per week the employee is regularly scheduled to work as a part time employee.</p>	Not eligible
STATUTORY HOLIDAYS	If worked on the holiday, paid double time plus regular day's pay. If holiday is not worked, paid a day's pay for the holiday.	If worked on the holiday, paid double time. If holiday is not worked, employee paid a day's pay only if: employed 3 months or more, and has worked 12 days or more in the 4 week period immediately preceding the holiday.
CHIP	Compulsory unless exempt. Paid 100% by Company.	Not eligible.
EXTENDED HEALTH CARE	Optional after 60 scheduled shifts. Paid 100% by Company.	Not eligible.
SEMI-PRIVATE HOSPITALIZATION	Optional after 60 scheduled shifts. Paid 50% by Company.	Not eligible.
DENTAL INSURANCE	Optional after 60 scheduled shifts. Paid 50% by Company.	Not eligible.

## LETTERS OF UNDERSTANDING

### RE TRAINING COMMITTEE

A **Committee** to examine the subject of training employees in the Circulation department shall be formed, to consist of not more than six nor less than four members from the Circulation department with equal representation from The Globe and Mail and the Union.

### RE SHIFTS OF LESS THAN SEVEN HOURS

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

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

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**SCHEDULE(D)**  
**Effective July 1, 1996 to June 30, 2002**

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**ARTICLE 1-COVERAGE**

(101) **This** Schedule covers all district representatives employed by The Globe and Mail Division of Thomson Newspapers Company Limited in its Circulation Department in the **Province of Ontario** save and except branch supervisors, persons above the rank of branch **supervisor**, agents and motor route operators, persons regularly employed for not more **than** twenty-four hours per week, and students employed during the school vacation **period**, and employees presently covered by subsisting collective agreements.

**ARTICLE 2-UNION SHOP**

(201) It is a condition of employment of any employee **as** of the date of the signing of this Agreement who is a member of the **Union** or who thereafter becomes a member of the **Union**, that he remain a member in good standing. It is a condition of employment of each new employee that within four months after **his** or her date of employment, such employee shall either (1) become a member of the **Union** or (2) **advise** the **Union** in writing, by registered mail that he or she does not wish to become a member of the **Union**. **As** an alternative to the registered mail, the **Union** office will give the sender a receipt for such notification. The **Union** agrees that it will retain in membership any employee subject to the constitution and the bylaws of the

**Union**. An employee dismissed under **this** Article shall not receive severance pay.

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

(203) The Employer agrees to advise new employees that a collective agreement is in effect and of the conditions of employment with regards to **Union** membership and deduction of **Union** dues. The employee's immediate supervisor will advise the employee of the **name(s)** and **location(s)** of his/her steward(s).

The Employer agrees that a **Union** steward will be given an opportunity by his/her supervisor to interview each new employee within regular working hours, without loss of pay, **as soon as** practicable subject to operational requirements, for fifteen minutes for the purpose of acquainting the new employee with the benefits and responsibilities of **Union** membership.

**ARTICLE 3-DUES DEDUCTION**

(301) The Employer shall deduct from the **earnings** of each employee covered by **this** Agreement and pay to the **Union** not later than the 10th day of each month all **Union** dues and assessments, Such dues and assessments shall be deducted weekly **from** the **employee's earnings** in accordance with a schedule furnished the Employer by the **Union**. Such schedule may be **mended** by the **Union** at any time. The Employer shall, when remitting dues and assessments to the **Union**, give the names of the employees from whose pay deductions have been made and the amount of the deduction.

**ARTICLE 4-HOURS AND OVERTIME**

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

(402) District Representatives, Assistant District Representatives and Assistant Branch Supervisors may be required to split their work **shifts** but the **working shift** shall normally consist of seven hours falling within eight consecutive hours. Split shifts may only be scheduled for employees whose scheduled hours are worked between 5:00 a.m. and 8:00 p.m.

(403) The Employer shall pay for all authorized overtime at the rate of **time-and-one-half** the regular straight time rate. Overtime shall be defined **as** hours authorized and worked beyond **35** hours in a work week. The weekend **premium** shall be in addition to any overtime earned by reason of the employee having worked more than **35** hours in a week.

(403) (a) Any employee required to work both a Saturday and a Sunday in the **same** work week shall be paid double **time** for one of those **shifts**. If one such **shift** is a sixth **shift**, it shall be designated the

**SCHEDULE (D)**

**DISTRICT REPRESENTATIVES**

double time ~~shift~~. Where the other weekend ~~shift~~ is a seventh ~~shift~~, it shall be paid at the rate of time-and-one-half the straight time rate for a ~~minimum~~ of 4-1/2 hours.

(b) Payment for overtime. Overtime shall be paid for, except that by mutual agreement with the Department Head, the employee may choose equivalent time ~~off~~. The Employer reserves the right to limit the amount of time ~~off~~ to be accumulated by an employee. Time ~~off~~ shall be taken at a mutually agreed time and a request to take time owing shall not be unreasonably denied. Granting of time owing shall be confirmed in writing when requested.

(404) An employee required by the Employer to work ~~on~~ his day ~~off~~ shall be paid at the rate of time-and-one-half with a ~~minimum~~ of four and one-half hours' pay, in addition to his regular weekly ~~salary~~. The employee may, under the provisions of 403 (b) select equivalent time ~~off~~ in lieu of payment.

(405) Tentative schedules of starting times shall be posted at least ~~two~~ weeks in advance of the week for which they apply and schedules of ~~starting~~ times shall be posted not later than the Monday one week prior to the week Monday to Sunday. The Employer will attempt to keep to a ~~minimum~~ the ~~number~~ of changes between the tentative schedule and the final schedule.

No advance notice need be given of a change in starting time if the change is ~~no~~ more than one hour earlier or later than the scheduled starting time. In the event of changes of more than one hour, the provisions of Section 403 shall apply to the extent of the change in excess of one hour.

(405) (a) An employee shall not be required to begin one scheduled ~~shift~~ sooner than twelve hours following the end of another scheduled ~~shift~~. An employee working a split ~~shift~~ shall not be required to begin one scheduled ~~shift~~ sooner than nine hours following the end of another scheduled ~~shift~~.

(b) Meal Breaks. ~~The final~~ schedule of starting times for District Representatives shall include the time of their meal ~~breaks~~. They shall be entitled to a meal break of one continuous hour (one-half hour when the employee's ~~shift~~ is 7-1/2 hours; three-quarters of an hour when the employee's ~~shift~~ is 7-3/4 hours) commencing ~~no~~ sooner than 5:30 a.m. and not later than five hours into the ~~shift~~. Where the DR is needed to deliver newspaper routes in his branch for which a carrier is not readily available, or where the DR gives his consent, no penalty shall be paid for changing the time of the break. Otherwise, an employee required to work during his meal break shall be paid for such time at one-and-one-half times his regular rate, and the break time lost shall be made up by the end of the ~~shift~~.

(406) Schedules of days ~~off~~ shall be posted at least two weeks in advance. When days ~~off~~ are changed within two weeks by other than mutual consent, the day-off worked shall be at the overtime rate. Days ~~off~~ shall be consecutive whenever possible.

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

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

(409) Employees shall not be required to deliver missed and ~~wants on~~ their scheduled day(s) ~~off~~.

#### ARTICLE 5-GENERAL WAGE PROVISIONS

(501) Experience Classification. Effective June 21, 1983 in the application of the following schedule of ~~minimums~~, experience shall include all employment in comparable work. Employees shall be classified ~~as~~ to job title and experience rating at the time of employment, transfer or promotion, and the Union notified in accordance with the provisions of Article 21. An employee paid the ~~salary~~ for an experience classification higher ~~than his~~ actual experience requires shall receive such higher experience rating and thereafter advancement to succeeding ~~salary minimums~~ shall occur ~~on~~ the anniversaries of such upgraded rating. An employee paid a ~~salary~~ between that for his experience rating and the succeeding one shall be advanced to not less than the succeeding ~~minimum on~~ the next anniversary of his experience rating. Any disagreement with the experience rating must be made to the Employer within 120 days of the date of ~~hiring~~.

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

(503) Dual Work. Any employee who works for a full ~~shift~~ in more than ~~one~~ classification shall receive the rate of the higher classification ~~next~~ higher in dollars to the rate the employee receives in the lower classification for the time worked in that classification.

An employee temporarily assigned for a ~~minimum~~ of a full ~~shift~~, or permanently transferred to a higher-paid Classification within the bargaining unit, shall receive the rate of the higher Classification next higher in dollars to the rate the employee received in the lower classification. ~~This~~ shall not apply to training ~~periods~~ of up to two weeks in a higher classification. In the case of a permanent transfer an employee, except for an employee who was at the top of his ~~salary~~ scale prior to the transfer, will be credited with seventy-five per cent (75%) of his current ~~anniversary~~ year ~~service~~ in the lower classification and the date for advancement to succeeding ~~salary~~ minimums in the higher classification shall be ~~adjusted~~ accordingly.

(504) Salaries Above Minimum. The ~~minimum~~ wages established herein are ~~minimums~~ only. Salaries above those provided in Section 601 may be paid to an individual employee ~~as~~ recognition of individual merit and performance. The Union may represent employees in bargaining for such salaries.

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(505) Payment of wages shall continue to be made weekly. Effective ~~September~~ 1997, payment of wages shall be made every second week.

(506) Night Differential. Any employee, the major ~~part~~ of whose ~~shift~~ is worked at any time between 7 p.m. and 7 a.m. shall receive a night differential of \$11.00 (effective January 1, 1997, \$12.00; effective January 1, 1999, **\$13.00**) for each such ~~shift~~ worked. Any employee whose shift commences at or after 7:00 p.m. and before 5:00 a.m. shall receive a night differential of \$13.00 (effective January 1, 1997, \$14.00; effective January 1, 1999, \$15.00) for each such ~~shift~~ worked. There shall be no reduction of night differential from sick leave, vacation or holiday pay for employees regularly assigned to night work. (507) In the event that a new job classification is created or in the event of a significant change in the duties and responsibilities of a position, the Employer and the Union will discuss and attempt to agree upon the proper classification and salary scale for the position. Failing agreement, the matter may be referred to arbitration for a final and binding determination.

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**ARTICLE 6-WAGES**

(601) The following **minimum** weekly salaries shall be in effect during the term of **this** Agreement. The various wage rates shall become effective for shifts **starting** after 12:01 a.m. **on** the dates shown.

**DISTRICT REPRESENTATIVE**

	<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
<b>Start</b>	\$644.13	\$653.80	\$666.87	\$683.54	\$700.63	\$718.15
After 6 months	\$693.95	\$704.36	\$718.44	\$736.41	\$754.82	\$773.69
Mer 1 Year	\$767.74	\$779.26	\$794.84	\$814.72	\$835.08	\$855.96
After 2 Years	\$841.53	\$854.15	\$871.23	\$893.02	\$915.34	\$938.22
Mer 3 Years	\$906.11	\$919.70	\$938.09	\$961.54	\$985.58	\$1,010.22
Mer 4 Years	\$1,026.04	\$1,041.43	\$1,062.26	\$1,088.82	\$1,116.04	\$1,143.94

**ASSISTANT DISTRICT REPRESENTATIVE**

	<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
Start	\$517.56	\$525.32	\$535.83	\$549.23	\$562.96	\$577.03
After 6 months	\$557.42	\$565.78	\$577.10	\$591.52	\$606.31	\$621.47
After 1 Year	\$616.45	\$625.70	\$638.21	\$654.16	\$670.52	\$687.28
Mer 2 Years	\$675.48	\$685.61	\$699.32	\$716.81	\$734.73	\$753.10
After 3 Years	\$727.15	\$738.06	\$752.82	\$771.64	\$790.93	\$810.70
After 4 Years	\$823.09	\$835.44	\$852.15	\$873.45	\$895.28	\$917.67

The July 1999 salary **grids** are based **on** a two and one-half per cent (2.5%) increase **over** the July 1, 1998 salary **grids**. For every full one-half per cent (0.5%) increase in the Consumer Price Index for Toronto (1986 = 100) which exceeds **two** and one-half per cent (2.5%), comparing June 1998 to June 1999, there will **be** a one-half per cent (0.5%) increase in the July 1, 1999 wage **grids**. The one-half per cent (0.5%) increases will be capped such that the total negotiated wage increase (2.5%) when added to C.P.I. adjustments shall not exceed four per cent (4.0%).

The July 2000 salary **grids** are based **on** a two and one-half per cent (2.5%) increase over the July 1, 1999 **salary** grids. For every full one-half per cent (0.5%) increase in the Consumer Price Index for Toronto (1986 = 100) which exceeds two and one-half per cent (2.5%), comparing June 1999 to June 2000, there will **be** a one-half per cent (0.5%) increase in the July 1, 2000 wage **grids**. The one-half per cent (0.5%) increases will be capped such that the total negotiated wage increase (2.5%) when added to C.P.I. adjustments shall not **exceed** five per cent (5.0%).

The July 2001 **salary** grids are based **on** a two and one-half per cent (2.5%) increase over the July 1, 2000 **salary** grids. For every full one-half per cent (0.5%) **increase** in the Consumer Price Index for Toronto (1986 = 100) which exceeds two and one-half per cent (2.5%), comparing June 2000 to June 2001, there will **be** a one-half per cent (0.5%) increase in the July 1, 2001 wage **grids**. The one-half per cent (0.5%) increases will be capped such that the total negotiated wage increase (2.5%) when added to C.P.I. adjustments shall not exceed five per cent (5.0%).

(602) Assistant Branch Supervisors shall be paid 10% over the weekly rate for their experience level **as** District Representatives.

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**ARTICLE 7-VACATION**

(701) Subject to 707, employees who will have completed specified periods of service by September 1 of each year shall receive an annual vacation with full pay on the following basis:

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

After one year of continuous service - Three weeks annually.

After five years of continuous service - Four weeks annually.

After thirteen years of continuous service - Five weeks annually.

Effective from the vacation year commencing September 1, 1999,

After eleven years of continuous service - five weeks annually.

Effective from the vacation year commencing September 1, 2001,

After ten years of continuous service - five weeks annually.

After twenty-five years of continuous service - Six weeks annually.

Effective from the vacation year commencing September 1, 2000,

After twenty-three years of continuous service, six weeks annually.

(702) Vacations in each vacation group shall be arranged by the Employer according to seniority. In no event shall an employee be required to take his vacation prior to May 15th or after September 30th. Employees entitled to three, four, five or six weeks' vacation may be required to take one week of a three-week vacation, two weeks of a four-week or five-week vacation or three weeks of a six-week vacation outside the vacation period in order to accommodate the right of all eligible employees to take their choice by seniority of two weeks' vacation within the vacation period. Employees who fail to select vacation dates prior to May 1 may lose the privilege of selection to which their seniority entitles them. When requested granting of vacation shall be confirmed in writing.

(703) An employee whose vacation time includes a recognized holiday(s) as defined in Section 801 shall receive an additional day(s) of vacation, or by mutual consent, he shall receive an additional day's pay at his straight-time rate in lieu of the additional day.

(704) All vacations for service to September 1 are to be completed by the following March 31 except upon agreement between the employee and the department head.

(705) Employees who are entitled to six (6) weeks' vacation shall have the right in any year to save their sixth week of vacation to be taken only immediately prior to retirement. In the event of an employee's termination or death prior to taking such vacation time, vacation pay owing shall be paid to the employee or his estate.

(706) Upon termination of employment an employee (or his estate in case of death) shall receive accrued vacation pay at the rate of one day's pay for each 25 work days following the last previous September 1 for those entitled to less than a three-week vacation, for each 16 work days following the last previous September 1 for those entitled to a three-week vacation, for each 12 work days following the last previous September 1 for those entitled to a four-week vacation, for each ten work days following the last previous September 1 for those entitled to a five-week vacation, for each 8 work days following the last previous September 1 for those entitled to a six-week vacation plus pay for any vacation previously earned but not taken.

(707) An employee who has an unpaid leave of absence in excess of fifteen (15) calendar days in the relevant vacation year shall have the vacation period and vacation pay adjusted accordingly on a pro-rata basis. If the employee has completed the vacation prior to the unpaid leave of absence in excess of fifteen (15) calendar days, the proration will be effective in the following vacation year.

Notwithstanding the foregoing, the vacation period and vacation pay of an employee who will return to work at the end of a pregnancy leave and parental leave in respect of the birth of her child shall not be prorated in respect of such leave, up to the maximum period of entitlement for such leaves prescribed by the Employment Standards Act. Similarly, the vacation period and vacation pay of an employee who returns to work from parental leave shall not be prorated in respect of such leave, up to the maximum period of time prescribed for parental leave under the Employment Standards Act. An employee who terminates employment during or at the conclusion of pregnancy leave, parental leave, maternity leave or extended leave or less than one (1) month after completing such leave shall not be entitled to vacation pay in respect of the period of leave and shall reimburse the Employer for any such pay which has been received.

(708) Notwithstanding the above, effective from September 1, 1996, part time and temporary employees who will have completed specified periods of service by the next September 1 shall be paid their vacation pay with each salary payment as follows:

- Less than 5 years - 6% of gross earnings
- After 5 years - 8% of gross earnings
- After 13 years - 10% of gross earnings
- Effective September 1, 1999,
- After 11 years - 10% of gross earnings,
- Effective September 1, 2001,
- Mer 10 years - 10% of gross earnings
- After 25 years - 12% of gross earnings
- Effective September 1, 2000,
- Mer 23 years - 12% of gross earnings

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In addition, such employees shall be entitled to vacation time off without pay on the same basis as regular full-time employees, if requested by the employee. All vacation pay accrued by such employees as of August 31, 1996 shall be paid to the employees in September 1996.

#### ARTICLE 8-RECOGNIZED HOLIDAYS

(801) The following holidays are recognized New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day. When any of the aforementioned holidays falls on a Sunday it shall be observed on the day designated as the holiday. The holiday shifts shall be those starting within the 24-hour period of the recognized holiday.

Employees shall also be entitled to a holiday on their birthday.

If an additional holiday not recognized herein is declared by government statute during the term of this Agreement the new holiday will also be recognized as a holiday.

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

(803) Employees who are required to work on a holiday shift shall be paid a minimum of a full day's pay at the rate of two times their straight-time rate in addition to their regular weekly salary. Authorized overtime worked on a holiday shall be paid at the rate of two times the straight-time rate.

By mutual agreement with the Department Head, the employee may choose equivalent time off in lieu of all or part of the holiday premium pay and overtime pay specified above. The Employer reserves the right to limit the amount of time off to be accumulated by an employee. Time off shall be taken at a mutually agreed time and a request to take time owing shall not be unreasonably denied. Granting of time owing shall be confirmed in writing when requested.

(804) An employee whose regular day off falls on a recognized holiday shall receive an additional day off at another date. It is understood that if an employee's regular day off and birthday both fall on a day designated as one of the nine other recognized holidays in section 801, the employee will receive two additional days off at another date.

(805) In a pay week which includes a recognized holiday, work on either or both of the scheduled days off shall be at the overtime rate in spite of the fact that the employee has worked only 4 scheduled days in the pay week (3 scheduled days if the employee's birthday occurs in the pay week) by reason of having the holiday off.

#### ARTICLE 9-GROUP INSURANCE AND RETIREMENT

(901) The Employer shall maintain the Group Life Insurance Plan, or a plan providing at least equal

benefits, in effect at the time of the signing of this Agreement during the life of this Agreement for full-time employees who have completed their probationary period. Such employees are required to participate in The Globe and Mail Group Life Insurance Plan.

An employee may select coverage equal to \$6,000 or equal to one and one-half times his annual salary at the base rate or two times his annual salary at the base rate. The Company will pay the cost of the first \$6,000 of coverage. For coverage in excess of \$6,000 the employee shall pay 50% of the premium cost per thousand dollars of insurance and the Company shall pay the balance.

(902) The Canadian Newspapers Bargaining and Hourly Employees' Retirement Plan - The Globe and Mail Division providing a retirement programme for employees covered by this Agreement shall be continued by the Employer during the life of this Agreement.

The Employer agrees to continue during the term of the Agreement payment of the Employer's matching contribution to the Canada Pension Plan without requiring reduction in The Canadian Newspapers Bargaining and Hourly Employees' Retirement Plan - The Globe and Mail Division.

#### ARTICLE 10-SICK LEAVE

(1001) Sick leave shall be granted to employees in accordance with past established practice.

Employees who have completed less than three months of service shall claim Employment Insurance benefits.

Employees who have completed three months but no more than three years of service shall be entitled to eight weeks of sick leave at full pay and an additional seven weeks of sick leave at no less than 66.66 per cent of salary up to the Employment Insurance maximum benefit. Employees with more than three years of service shall be entitled to fifteen weeks of sick leave at full pay.

After fifteen weeks of sick leave with pay, the employee shall claim Employment Insurance benefits. The Employer will review the matter of future sick pay at that time.

The Employer will give special consideration to the case of an employee who is ineligible for Employment Insurance sick benefit pay or who is still unable to return to work, due to the illness, when the Employment Insurance sick benefits expire.

In any event the employee shall receive in total no less in such benefits than he would have by past established practice.

(1002) No deductions for sick leave shall be made from overtime or vacation credited or to be credited to the employee.

(1003) The Employer shall pay, on behalf of employees who have completed three (3) continuous months of service, the full monthly premium of the

Ontario Health Insurance Plan, the Extended Health Care Plan (\$10/\$20 deductibles; including hearing aids coverage with a \$300 lifetime maximum per person (effective January 1, 1997, \$500 lifetime maximum per person); including coverage for Repetitive Strain Injury assessment and treatment performed by the Clinic of Injury and Disease Response or any other health care providers agreed to by the Union and the Employer with lifetime maximums of Electromyography • \$1,000, Stage 1 treatment • \$800, Stage 2 treatment • \$3,000, Stage 3 treatment - \$4,500; and including coverage for glucometer and points), the Vision Care Plan (\$200 maximum per person every 24 months; effective July 1, 1999, \$250 maximum per person every 24 months), a long term disability plan (60% of salary), and one-half the monthly premium of the Hospitalization Plan, and one-half the cost of the monthly premium of a dental plan for those with such coverage. The dental plan will include coverage for caps and crowns. Payment for covered services of the Dental Plan will be as specified in the 1994 Fee Guide for General Practitioners of the Ontario Dental Association; effective January 1, 1997, the 1995 Fee Guide for General Practitioners of the O.D.A.; effective January 1, 1998, the 1996 Fee Guide for General Practitioners of the Ontario Dental Association; effective January 1, 1999, the 1997 Fee Guide for General Practitioners of the Ontario Dental Association; effective January 1, 2000, the 1998 Fee Guide for General Practitioners of the Ontario Dental Association; effective January 1, 2001, the 1999 Fee Guide for General Practitioners of the Ontario Dental Association; effective January 1, 2002, the 2000 Fee Guide for General Practitioners of the Ontario Dental Association. The Employer may change carriers as long as equivalent or superior coverage is provided, subject to Section 1004.

(1004) The Employer will notify the Union in writing at least thirty (30) days prior to the implementation of any change in coverage in a benefit plan listed in Section 1003. There shall be no reduction in the benefits provided by the benefit plans listed in section 1003.

(1005) Upon request, the Employer agrees to meet with the Union to discuss the disposition of any Unemployment Insurance premium rebates.

#### ARTICLE 11-SEVERANCE PAY

(1101) Upon dismissal to reduce staff an employee shall receive cash severance pay in a lump sum equal to one week's pay for every five months' continuous service or major fraction thereof up to a maximum of 52 weeks' salary. Such pay shall be computed at the salary which was being paid at the time of dismissal.

(1102) When dismissal to reduce staff is by reason of the introduction of new processes and/or equipment and/or methods, the employee shall receive dismissal pay in a lump sum equal to one (1) week's pay for every five (5) months' continuous

service or major fraction thereof up to a maximum of fifty-two (52) weeks' wages plus a further fifteen per cent (15%) of said lump sum plus a further five hundred dollars (\$500).

(1103) Where the termination of employment provisions of section 13, subsection 1 or 2 of the Employment Standards Act of Ontario and the Regulation under Part II thereof, or any legislation in substitution or amendment that makes no substantial change thereof are applicable, severance pay for affected employees upon dismissal will be calculated on the following basis:

(a) If an affected employee is required to work each week of the stipulated notice of termination period and provided he so works, severance pay will be calculated in accordance with sections 1101 or 1102 as the case may be.

(b) If an affected employee is not required to work during all or a part of the stipulated notice period, the amount of severance pay will be reduced by the amount of pay the employee receives for that portion of the notice period that he was not required to work in excess of two weeks.

#### ARTICLE 12-EXPENSES AND EQUIPMENT

(1201) Upon submission of expense reports in the prescribed form and properly supported by vouchers where obtainable, the Employer shall pay all authorized expenses incurred by the employees in the service of the Employer.

(1201A) The Employer shall provide a mileage allowance to employees who are authorized and required to provide an automobile for regular use in the performance of their employment responsibilities at the rate of \$158.53 per week effective July 1, 1996 for their business kilometers when the employee has worked five (5) shifts. Employees may claim for mileage in excess of 400 kilometers per week at the rate of 11.18 cents per kilometer effective July 1, 1996. When the employee is on vacation or sick leave, compensation will be at one-half of the normal rate. Compensation will be adjusted quarterly thereafter based on the "Private Transportation" item of the Consumer Price Index by City for Toronto using quarterly averages adjusted from the first quarter average in 1996.

In addition, the Employer shall reimburse such employees for the cost of additional premiums required to insure the vehicle for business use.

(1202) Upon submission of appropriate expense data, properly supported by an incident report, the Employer shall continue the practice of paying for repairs for damages to an employee's automobile directly or largely caused by driving under extraordinary conditions on company business.

#### ARTICLE 13-LEAVES OF ABSENCE

(1301) Upon request the Employer shall grant employees leaves of absence without pay for good and

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sufficient cause providing such leave does not cause unreasonable disruption of operations.

**(1302)** If an employee is elected or appointed to any office or position of the Communications, Energy and Paperworkers Union of Canada or CLC or office or position of a local of the Communications, Energy and Paperworkers Union of Canada, or office or position with any organization with which the Communications, Energy and Paperworkers Union of Canada is affiliated, such employee, upon his request, shall be given a leave of absence without pay and shall be reinstated in the same or a comparable position upon the expiration of such leave. If the purpose of the leave is to assume a full-time position with any of the above organizations, such leave shall be given to only one employee at any one time. Except for emergencies, a request for a leave of absence of five (5) working days or less shall be made at least forty-eight (48) hours in advance and a request for a leave of absence which extends to more than five (5) working days shall be made at least two (2) weeks in advance.

**(1303)** Leaves of absence without pay upon request shall be granted to employees elected or appointed delegates to conventions of the Communications, Energy and Paperworkers Union of Canada, or CLC, or my organization with which the Communications, Energy and Paperworkers Union of Canada is affiliated, and to delegates to special meetings called by the Communications, Energy and Paperworkers Union of Canada. or by any branch thereof, or by any organization with which the Communications, Energy and Paperworkers Union of Canada is affiliated. Except for emergencies, a request for a leave of absence of five (5) working days or less shall be made at least forty-eight (48) hours in advance and a request for a leave of absence which extends to more than five (5) working days shall be made at least two (2) weeks in advance.

**(1304)** Jury Duty: Employees called to serve on juries or subpoenaed as a witness in a judicial proceeding, shall receive their regular weekly salary during periods of such service. It is expressly agreed that this section shall not apply to employees called or subpoenaed as witnesses or participants in proceedings between the parties of this Agreement, e.g., arbitration hearings.

**(1305)** In the event of a death in the immediate family, i.e., parent, grandparent, child, spouse, brother, sister or parent-in-law, a regular employee will be granted bereavement leave for the purpose of making funeral arrangements or attending the funeral. Pay for such leave will be limited to a maximum of three (3) scheduled working days. One additional day may be granted (total four) if funeral outside continental North America. Upon request, bereavement leave with or without pay may be granted or extended in special circumstances not covered by this Agreement.

**(1306)** (a) Unpaid pregnancy leave and parental leave shall be granted as provided by the Ontario Employment Standards Act and shall be governed by the terms of that Act.

(b) A request for an additional period of unpaid maternity leave in respect of the birth of an employee's child, consecutive with the leaves referred to in (a), shall not be unreasonably denied, provided that the total length of pregnancy leave, parental leave and maternity leave combined will not exceed twelve (12) months.

(c) A request by an employee who does not qualify for the leave referred to in (b), for an additional period of extended leave in respect of the birth or adoption of the employee's child, consecutive with parental leave, shall not be unreasonably denied, provided that the total length of parental leave and extended leave combined will not exceed twelve (12) months.

(d) An employee on pregnancy leave, parental leave, maternity leave or extended leave will continue to participate in the benefit plans listed in section (1003), the Group Life Insurance Plan, the Globe and Mail Accident Insurance Plan and the Retirement Plan with the employee and Employer each continuing to make the usual contributions unless the employee elects in writing not to do so.

(e) The Employer will establish a supplemental unemployment benefit (SUB) plan effective July 1, 1992, or as soon thereafter as all necessary rulings and approvals, including those required to allow the Employer to deduct all SUB payments for income tax purposes are received. The SUB plan will provide a payment to an employee on pregnancy leave for the birth of her child who has applied for and qualifies for pregnancy benefits under the Unemployment Insurance Act, equal to the amount of the weekly unemployment insurance benefit she will receive, and paid for each of the two (2) weeks in her waiting period under the Unemployment Insurance Act. An employee who terminates employment during or at the conclusion of pregnancy leave, or less than one (1) month after completing such a leave shall reimburse the Employer for any SUB benefits which she has received.

**(1307)** During each calendar year on a non-cumulative basis, an employee may take up to two (2) days' leave of absence with pay as a result of a family emergency or sickness of or injury to a member of the employee's immediate family. One (1) of these days may be used for paternity leave. One of these days may be used for personal emergency which requires the employee to be absent from work. Any unused day(s) are to be taken between Christmas and New Year's, if operationally feasible. This entitlement shall satisfy the first two (2) days of any statutory entitlement to family, personal or similar leave introduced during the term of this collective agreement.

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**(1308)** Leaves provided for in Article **13** shall not constitute breaks in continuity of service, but such unpaid leave in excess of ~~fifteen~~ **(15)** calendar days in a year shall not be considered service time in the computation of benefits dependent ~~upon~~ length of service nor in computing length of ~~service~~ for the purpose of wages or wage progression.

Leaves provided for in Article **13** shall be considered service time in the computation of severance or dismissal pay with the exception that time in excess of twenty-four **(24)** continuous months on a leave pursuant to Article **1302** shall not be considered service time in the computation of severance or dismissal pay.

Notwithstanding the foregoing, any pregnancy leave and/or parental leave granted to an employee under the provisions of the Employment Standards Act as set out in section 1306(a) of ~~this~~ Agreement will, up to the maximum period of entitlement for such leaves prescribed by the Act, be considered service time in the computation of benefits dependent on length of service and in computing ~~length~~ length of service for the purpose of wages or wage progression.

**(1309)** Employees shall be entitled to participate in a deferred compensation leave plan in accordance with the Letter of Understanding which is attached to and forms part of ~~this~~ Agreement.

#### **ARTICLE 14-PART-TIME AND TEMPORARY EMPLOYEES**

**(1401)** A part-time employee is one who is hired or returns from sick leave to work regularly not more than twenty-eight **(28)** hours **(80%)** in the work week. Any part-time employee may work the hours of a regular full-time employee to cover vacations as provided in (a) below without affecting his or her part-time status and every effort will be made to first offer such work to regular part-time employees. A temporary employee is one employed for **full** or **part-time** work

(a) for a period of up to five **(5)** months to cover for vacations; or a period of up to four **(4)** months, plus one (1) month in ~~segments~~ segments of not less than five **(5)** working days;

(b) to cover an approved leave of absence, including sickness, for the duration of such absence.

(c) for other reasons or special projects for periods up to four **(4)** months.

Except for the one (1) month period described in (a) above, temporary employees shall not be eligible to be re-hired as temporary employees within a period of one year from the date their temporary employment first commenced. The Union shall be notified in writing as to the reason for such employment and its expected duration when known. If, within four weeks of the end of employment as a temporary employee, an individual is re-hired as

either a regular or temporary employee, the employee's service shall be deemed to be continuous.

**(1402)** Part-time and temporary employees shall not be employed for work normally or appropriately performed by regular full-time employees, where, in effect, such employment would eliminate or displace a regular or full-time employee.

**(1403)** Part-time and temporary employees are covered by all provisions of ~~this~~ contract, except those for which eligibility is regular full-time employment.

Temporary employees hired to cover for vacations during the period of April 15 to September 30 shall not be eligible for the Extended Health Care, Semi-Private Hospitalization, ~~Dental~~ Dental and Long Term Disability Plans unless such an employee is eligible based on service prior to commencing the employment to cover for such vacations.

**(1404)** Part-time employees shall be paid on an hourly basis equivalent to the weekly minimum wage provided for their classification and experience.

**(1405)** Length of service for a part-time employee shall be computed on the basis of one and one-half times his/her actual hours worked, to a **maximum** of the unit of hours constituting a **normal** work week as described in Article 4.

#### **ARTICLE 15-TRANSFERS**

**(1501)** ~~An~~ An employee may be transferred by the Employer to another enterprise in the same city, or to another city, whether in the same enterprise or in other enterprises conducted by the Employer, or by a subsidiary, related or parent company of the Employer only upon the mutual consent of the Employer and the employee. The Employer shall pay reasonable transportation and other moving expenses of the employee and family. There shall be no reduction in salary or impairment of other benefits as a result of such transfer except upon the mutual consent of employee, Employer and Union.

**(1501)** (a) District Transfers. Transfers between districts with closest boundaries more than 8 kilometres **(5 miles)** apart shall not be made, except with the consent of the employee. An employee who consents to such a transfer shall not be transferred without his consent for three years from the date of the transfer.

Transfers between districts with closest boundaries 8 kilometres or less apart shall be limited to one per year.

A transfer between districts which results in an employee working in another city shall not invoke the provisions of section 1501.

For purposes of identifying district boundaries and of **determining** distances between districts the boundaries of districts as defined at July **1, 1992** shall be used.

The Employer will post all vacancies in City or Retail Trading Zone districts as required

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under the job posting provisions of Section 1904 of this Agreement before transferring an employee without his consent.

(1502) The Employer agrees not to transfer an employee to a position outside the bargaining unit without the employee's consent.

An employee will not be penalized for refusing to accept such a transfer.

The Employer shall make every effort not to transfer an employee against his wishes to a classification in another group. There will be no reduction in salary or impairment of benefits for anyone so transferred, except upon the mutual agreement of the employee, Employer and the Union. A complaint by an employee about such a transfer shall be dealt with, if necessary, under the provisions of the grievance procedure.

An employee transferred to a higher classification and found unsuitable for that classification shall be restored after not more than four (4) months to his previous classification and salary.

#### ARTICLE 16-MISCELLANEOUS

(1601) Bulletin Boards. The Employer agrees to provide bulletin boards in appropriate places for the use of the Union.

(1602) Employees shall be free to engage in activities outside working hours, provided:

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

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

(1603) All reference to the Employer shall mean the Employer or his representative.

(1604) In all cases where notice to the Union is required, such notice shall be addressed to the Chairperson of The Globe and Mail Unit at the offices of the Union.

(1605) As required by the Labour Relations Act, there shall be no strike or lockout as long as this Agreement continues to operate.

(1606) Struck Work. No employee shall be required to work at the office of or for another Toronto daily newspaper where there is a legal strike of the Union concerning employees in his classification.

Union members shall not be required to cross a picket line at the premises of the Employer because of a lawful strike by Union members who are employees in another Union bargaining unit of the Employer, provided such members exercise such option when first confronted by such picket line. Such Union members will not be paid for the time they are absent from work but their jobs will not be in jeopardy because they are exercising such option.

Absence provided for in this Article shall not constitute breaks in continuity of service, but shall not be considered service time in the computation of benefits dependent upon length of service. The Employer shall not be liable for his share of financial benefits provided in this Agreement during such absence.

(1607) Employees shall have the right to examine the Employer's Human Resource and/or Departmental personnel file, if any, on the employee during business hours, to obtain copies of anything contained therein, and to have recorded in the file the employee's comments on anything contained in the file.

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

#### ARTICLE 17-GRIEVANCE PROCEDURE

(1701) The Union shall designate a committee of its own choosing, including not more than three (3) employees, to deal with the Employer or his authorized agent on any matter arising from the application of this Agreement or affecting the relations of the employees and the Employer.

(1702) The parties agree to meet within five (5) days after request for such meeting. Efforts to adjust grievances shall be made on Company time.

The parties agree that the processing of grievances, including referrals to arbitration, shall be carried out as promptly as is reasonably possible.

(1703) Any matter, except renewal of this contract, may be a difference between the parties and if not satisfactorily settled within thirty (30) days of its first consideration may be submitted by either party to final and binding arbitration. Any such matter not referred to arbitration within ninety days of its first consideration shall not be arbitrable. Within ten (10) days of requesting arbitration, the party making the request shall submit to the other the name of the arbitrator who will represent the party requesting arbitration, and within ten (10) days the other party shall by written notice name the arbitrator who will represent it. The arbitrators thus named shall jointly select an impartial third person who shall be chairman of the arbitration board. If the two arbitrators selected by the parties are unable to select a third arbitrator within ten (10) days of the appointment of the second arbitrator, the parties to this Agreement shall request the Minister of Labour for Ontario to appoint the third arbitrator. Any of the aforementioned time limits may be extended by mutual consent of the parties to this Agreement.

(1704) The Employer and the Union shall defray the expenses of their respective appointees to the arbitration board, and the expenses of the third arbitrator shall be borne equally by the Employer and the Union except that neither party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

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(1705) Notwithstanding the thirty (30) day time limit specified in Section 1703, either party may refer to final and binding arbitration a grievance arising out of the dismissal of an employee that is not satisfactorily settled within fifteen (15) days of the date of such dismissal. The parties may agree to a single arbitrator to hear a dismissal grievance.

(1705A) An arbitrator or arbitration board shall have no power to modify, amend or add to the terms of this Agreement, nor to make any decision inconsistent therewith.

(1706) Employees shall have the right to have a steward present at any disciplinary or dismissal meeting with the Employer, any meeting with the Employer concerning a warning for absenteeism, and any meeting called with the employee to investigate alleged serious misconduct on the part of the employee where, because of the circumstances of the alleged misconduct, it is likely that a suspension or dismissal would be imposed. The Employer shall advise the employee of this right prior to such a meeting.

Employees shall be notified in writing of the grounds for any written warning, suspension, or dismissal with a copy to the Union in the case of a final warning, suspension or dismissal.

Where practicable, before disciplining or dismissing an employee, the Employer will endeavour to give the employee an opportunity to provide an explanation.

#### ARTICLE 18-MILITARY SERVICE

(1801) An employee who has left or leaves the employment of the Employer to enter any kind of military service of the Canadian or Allied government during a state of war or under enforced military service shall, on release from such service, resume his position or a comparable one with a wage not less than that prevailing on his return for his classification on leaving.

(1802) Time spent in such service on or after September 3rd, 1939, shall be considered service time with the Employer in computing severance pay, length of vacations, and all other benefits which depend in whole or in part upon the length of service with the Employer.

(1803) An employee leaving for such service shall receive accrued vacation pay.

(1804) If an employee, upon his return from such service, is found to be physically incapacitated to the extent that he is unable to resume his former employment, the Employer agrees to make all efforts to place him in other acceptable employment and shall consult with the Union thereon.

(1805) To ensure the benefits of this article, application for resumption of employment must be made within 90 days after termination of such service, plus travel time from separation centre to place of employment.

(1806) An employee promoted to take the place of one entering such service may, upon the resumption of employment by such employee, be returned to his previous position and wage but at not less than the then current minimum for that position.

(1807) An employee hired as a replacement for one entering such service shall be covered by all the provisions of this Agreement, except by this military service clause.

(1808) An employee hired as a replacement for one entering such service shall be given preference over any new employee in filling a vacancy for which both are equally qualified other than the one caused by an employee entering such service.

#### ARTICLE 19-HIRING

(1901) If the Employer finds it necessary to fill vacancies or requires additional employees, he shall so notify the Union.

(1902) The Employer agrees that when hiring it will not discriminate on the basis of membership or activity in the Union; nor on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap contrary to the provisions of the Ontario Human Rights Code.

(1903) The Employer agrees not to have or enter into any agreement with any other Employer binding such other Employer not to offer or give employment to the employees of the Employer.

(1904) The Employer shall post notices of vacancies within the Union's bargaining units for at least seven (7) days. Such notices shall use the proper classification title under this Agreement to describe the job where applicable and shall specify, if not specified in the contract, the salary grid and that premiums or bonuses are paid for the position. Advertising for candidates to fill such vacancies may commence no sooner than the first day of posting of the notice. Copies of such notices shall be sent to the Union office.

The Employer agrees to interview all applicants from within the Union's bargaining units. The Employer shall notify the applicants of the hiring decision before a general announcement is made. Applicants shall be notified of the status of their application within thirty (30) days.

#### ARTICLE 20-SECURITY

(2001) There shall be no dismissal or any form of discipline of employees except for just and sufficient cause, subject to Section (2011).

(2002) There shall be no dismissals or other discrimination against any employee because of his membership or activity in the Union; nor as a result of this Agreement coming into effect, nor on the basis of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap



contrary to the provisions of the **Ontario Human Rights Code**. The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment. The Employer will not tolerate **sexual** harassment of employees.

(2003) Termination notice will be in accordance with the provisions of The Employment **Standards Act of Ontario**. **Notwithstanding** the foregoing, it is understood that in the case of an economy dismissal in Section **2004**, or a reduction in staff in Section **2005**, there will be a minimum eight weeks' notice. In the case of a dismissal for alleged incompetence, at least **two** weeks' notice will be given and one week's notice will be given for any other dismissal except dismissal for gross misconduct, in which case no advance notice of dismissal need be given. Termination notice shall be in Writing to the employee with a copy to the Union and shall give the reason for the dismissal.

(2004) Dismissals to reduce **staff** due to economic reasons will be dealt with **as** follows:

(a) Economy dismissals shall be made only when in the opinion of the Employer failure to reduce the **staff** would impair the financial stability of The Globe and Mail, or that the **efficient** production of The Globe and Mail would be impaired if such dismissals did not **occur**. In such **circumstances**, before any such dismissals are made the Employer and the Union will discuss other means of effecting necessary economies.

(b) There shall be **no** dismissals for a period of three weeks after a decision to reduce the force has been made in accordance with **2004 (a)**. **During this** time, employees in the classifications involved may offer to resign in return for severance pay. Such a resignation will be effective eight **(8)** weeks after the offer to resign is accepted. The Employer may release the employee sooner provided the employee is paid until the effective date of the resignation.

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

(c) Employees will be dismissed within each classification **on** the basis of the reverse order of their total length of service since last hired provided the capabilities of the employees **concerned** are relatively equal and provided those remaining are qualified to **perform** the work required. Classification means a job classification listed within a wage group in Article 6-Wages.

(d) The Employer will transfer an employee who has received notice of dismissal, at the request of

such employee, to replace the least senior employee in another classification in the same wage group or a lower wage group at the same geographic location as the employee requesting the transfer, provided the employee has the skill, ability, knowledge and experience to perform the work required after a brief familiarization period and has more **seniority** than the employee to be replaced.

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

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

(g) The employees ultimately dismissed shall be entitled to severance pay provided by Section **1101**.

(2005) The Employer **has** a right to introduce and use new processes or new equipment or machinery. The Employer will provide three **(3)** months' notice to the Union prior to the introduction of new processes or new **types** of equipment or machinery when such introduction would result in a reduction in **staff** (other than probationary employees at the time the notice is given). For employees hired prior to June **21, 1983** the Employer agrees to effect by attrition any reduction in staff (other than probationary employees) resulting from the introduction of new processes or new equipment or machinery. The Employer will provide retraining to qualify employees for relocation and **such** retraining will be at the time and expense of the Employer. There will be no reduction in **salary** for those dislocated by the introduction of new processes or new equipment or machinery. The Employer will notify the Union of any new job classifications that are created **as** a result of the introduction of new processes, new equipment or machinery.

(2006) Any employee dismissed under Section **2004** or **2005** shall, in the reverse order in which the dismissal was made, be offered the **first** opportunity to be rehired to a vacancy in the same classification **from** which the individual was dismissed, whenever a vacancy occurs in such classification within three years of the date of the individual's dismissal.

(2007) Any individual who either refuses a position in the classification from which he was dismissed or has not been rehired by the Employer within three years of the date of **his** dismissal automatically terminates his claim to further employment by the Employer. Such an individual shall have the right to **refuse** a temporary position or a position with a different status (i.e. full-time to

part-time or part-time to full-time) or in a different geographic location than the position the employee was dismissed from without affecting his claim to further employment.

(2008) When a vacancy develops which is not filled pursuant to Section 2006, dismissed individuals who do not qualify for rehire to that classification under Section 2006 shall be offered re-employment in the order of their overall seniority, if their competence to perform the duties of the job has been established to the satisfaction of the Employer. Any dismissed individual who accepts employment in a lower classification, however, retains his right to an opening in the classification from which he was dismissed in accordance with Section 2006.

(2009) To the extent permitted by the particular plan or benefit provisions, any employee who was dismissed under Section 2004 or 2005 and is rehired shall be credited with the length of service he previously accumulated in the employ of the Employer. In such cases, severance pay accrual shall commence on the date of re-employment provided there shall be no duplication of accrual credits in the event of re-employment.

(2010) The Employer will provide the Union notice of any offer of re-employment and notice of results thereof.

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

(2011) New employees shall be considered probationary employees for the first three months of their employment. The probationary period for part-time employees hired after the date of signing of this Agreement shall be 30 shifts. When a temporary employee is hired as a regular full-time employee in the same job classification within four weeks of the end of his temporary employment, his probation shall be reduced by the length of his temporary employment. The probationary period may be extended by mutual agreement, up to a further period of three months. There shall be a new three-month probationary period for a new employee found unsuitable within his first three months if the Employer tries him in another category or job classification. In such cases the Employer will give notice to the Union. Probationary employees may be dismissed for any reason prior to the successful completion of their probationary period, whether extended or not, provided the Employer does not act in bad faith or in contravention of any provisions of this Agreement. It is agreed that the standard for dismissing probationary employees as reflected in this Article is a lesser standard within the meaning of the Labour Relations Act. Probationary employees whose Probationary period is extended for a period beyond three months shall be entitled to insurance coverage for all benefit plans normally available to

employees who have successfully completed their probationary period.

(2012) Any employee who has successfully completed a probationary period in a position at The Globe and Mail outside the bargaining unit and who is subsequently transferred into the bargaining unit shall not be required to serve a new probationary period except by mutual agreement. However, if the employee is found unsuitable for any reason within three (3) months of the transfer the employee may be returned to his previous classification and salary.

(2013) There shall be no imposition of unreasonable duties upon any employee constituting in fact a speed-up.

(2014) There shall be no reduction in staff because of vacations, holidays or sick leave where there is no reduction in the work load resulting from such occasions.

#### ARTICLE 21-INFORMATION

(2101) The Employer shall supply the Union on signing, mid-contract and again three (3) months before the expiry of the Agreement, with a list containing the following information for all employees covered by this Agreement:

- (a) Name, sex, social insurance number, address and telephone number if available.
- (b) Date of hiring and date of birth.
- (c) Classification.
- (d) Experience rating and experience anniversary.
- (e) Salary, except on signing.

(2102) The Employer shall notify the Union monthly in writing of:

- (a) Step-up increases paid by name of the employee and effective date.
- (b) Changes in classification and effective date.
- (c) Resignations, retirements, deaths and any revisions in Section 2101 (d) above and effective dates.
- (d) The data specified in Section 2101 for each new employee.

#### ARTICLE 22-HEALTH AND SAFETY

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

(2201) The Employer and the Union shall establish a joint committee to investigate all aspects of health and safety in connection with the operation of the newspaper. The committee shall be composed of an equal number of Employer and Union representatives. The Committee shall have the power to investigate all suspected health and safety hazards and recommend corrective measures where required. Union representatives to the committee shall be afforded such time off as is necessary to transact activities

within the **scope** of the committee and they shall suffer no loss of wages.

(2201A) The Health and Safety Committee is presently operating under guidelines, a copy of which is attached to this Agreement as Appendix I. The guidelines may be changed by the Health and Safety Committee, and are subject to the requirements of the Occupational Health and Safety Act as amended.

(2202) **An** employee requiring leave to participate in a recognized program for the treatment of **drug** or alcohol abuse shall be granted such leave **as** is necessary under the provisions of Article 10, subject to reasonable limits **on** the **length** and repetition of any such leave. Proof of participation in such recognized programme shall be submitted to the Employer.

(2203) The Joint Health and Safety Committee shall be given the opportunity to review and discuss **proposals** for the remodelling of work areas within its jurisdiction.

(2204) The Employer shall encourage employees who work on VDTs to take **annual** eye examinations, and make available the time to do **so**.

(2205) The Employer agrees to provide VDT glare screens in all cases where screens are requested.

(2206) **A** pregnant employee may request that she not be assigned to VDT operation **during** the **term** of her pregnancy. Such **an** employee will be offered other work for which she is capable if the need for such work exists. If the position to which she is transferred carries a lower rate of pay her **salary shall** not be reduced. If no work exists for which she is qualified, she will be offered **a** leave of absence without pay until she returns from maternity leave.

(2207) The Employer shall provide for radiation emission testing once a year on all Video Display Terminals used by Union members. Such testing shall include tests for x-radiation, **very low frequency** electric and magnetic fields, extremely low frequency electric and magnetic fields and ultrasound. All test results shall be provided to the joint Health and Safety Committee. The Employer agrees to provide shielding where necessary.

(2208) New or replacement video display terminals shall be tested **as** outlined in Section 2207 before **being** placed in service.

(2209) The Employer shall keep a **record** of chemicals currently or previously used at The **Globe** and Mail, including their contents and properties and instructions for safe use, and shall provide **this** information to the joint Health and Safety Committee. No new chemical shall be used before the above information is available.

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**LETTERS OF UNDERSTANDING**

**RE: AUTOMOBILE LIABILITY INSURANCE**

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

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

Thomson Newspapers Limited and/or their associates and/or their affiliates and/or their subsidiary companies have a Comprehensive General Liability Policy which has been extended to provide additional liability coverage for employees if a loss arises involving a personal automobile during the performance of employment responsibilities. This endorsement provides coverage only in excess of those limits insured by the owner of the vehicle.

○

This will confirm the understanding with regard to District Representatives covering another district as well as their own, due to the absence of another District Representative.

1. When a District Representative is covering another district as well as his own, he will receive an additional one-half day's car allowance for each such day.
2. When a District Representative is covering another district as well as his own for seven calendar days or longer, he will receive a 10 per cent differential for the period involved in addition to the car allowance referred to above.
3. The Employer will make every reasonable effort to ensure that in covering another district as well as his own, a District Representative will not be required to assist in collections in that district more than once for any absence.

**RE: TRAINING COMMITTEE**

A Committee to examine the subject of training District Representatives shall be formed to consist of not more than two District Representatives with equal representation from The Globe and Mail and the Union.

**RE: NEW SHIFT ARRANGEMENT**

This will confirm that we have agreed that upon the implementation of the new shift arrangement, consisting of alternating weeks of four (4) days' work (Tuesday to Friday) and six (6) days' work (Monday to Saturday), respectively:

- (a) Employees will work, in alternate weeks, four (4) days and six (6) days, respectively,
- (b) Employees who work four (4) days in a week will be paid four-fifths (4/5) of the applicable weekly salary set out in Article 6 and employees who work six (6) days in a week will be paid six-fifths (6/5) of the applicable weekly salary set out in Article 6, as the case may be;
- (c) Article 401 will not apply,
- (d) Article 403 will not apply as written; overtime will be paid for hours authorized and worked beyond twenty-eight (28) hours in a four (4) day work week and forty-two (42) hours in a six (6) day work week;
- (e) Overtime premiums otherwise required by Article 403(a) shall not be payable to employees who work the shifts referred to in this letter, where such premiums would be payable solely as a result of working such shifts;
- (f) Article 1201(a) shall not apply as written; the mileage allowance for an employee on a four (4) day work week shall be four-fifths (4/5) of the rate set out in Article 1201(a) and such employee may claim for mileage in excess of 320 km. for that week at the applicable rate per kilometer. The mileage allowance for an employee on a six (6) day work week shall be six-fifths (6/5) of the rate set out in Article 1201(a) and such employee may claim for mileage in excess of 480 km. for that week at the applicable rate per kilometer. Compensation for vacation or sick leave will be at one-half (1/2) the relevant weekly rate,
- (g) For the purpose of Article 7, Vacation, a week of vacation means five (5) days on which the employee would otherwise have been scheduled to work;

- (h) For the purpose of Sections 802 and 803, "weekly" means either the four (4) day or the six (6) day week described in paragraph (b) of this letter, whichever is applicable;
- (i) For the purpose of Sections 1001 and 1304, "full pay" and "regular weekly salary" mean the relevant applicable weekly salary described in paragraph (b) of this letter that the employee would have received depending upon the number of days he would otherwise have been regularly scheduled to work had he been at work. In the case of Section 1001, "weeks" in "eight weeks at full pay" and "fifteen weeks" means five (5) days on which the employee would otherwise have been scheduled to work,
- (j) For the purpose of Article 11, Severance Pay and the side letter concerning severance pay, affected employees will be considered to be working five (5) days a week.

It is understood that the provisions of this letter are without prejudice to the Union's position with respect to the requirements of Article 406 of the Agreement.

It is understood that either party shall have the right to terminate this letter, and revert to a five (5) day schedule, upon giving two (2) weeks' written notice to the other party.

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**SCHEDULE (E)**

**ADVERTISING**

**SCHEDULE (E)**  
**Effective July 1, 1996 to June 30, 2002**

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**ARTICLE 1-COVERAGE**

(101) This Schedule covers all employees of the Employer in its Advertising Sales Departments in the Municipality of Metropolitan Toronto, save and except supervisors, persons above the rank of supervisor, up to six confidential secretaries, part time employees and students employed during the school vacation period.

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

**ARTICLE 2-UNION SHOP**

(201) It is a condition of employment of any employee as of the date of signing of this Agreement who is a member of the Union, or who thereafter becomes a member of the Union, that he remain a member in good standing. It is a condition of employment of each new employee that within four months after his or her date of employment such employee shall either (1) become a member of the Union or (2) advise the Union in writing, by registered mail, that he or she does not wish to become a member of the Union. As an alternative to the registered mail, the Union office will give the sender a receipt for such notification. The Union agrees that it will retain in membership any employee subject to the constitution and the bylaws of the Union. An employee dismissed under this Article, shall not receive severance pay.

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

(203) The Employer agrees to advise new employees that a collective agreement is in effect and of the conditions of employment with regards to Union membership and deduction of Union dues. The employee's immediate supervisor will advise the employee of the name(s) and location(s) of his/her steward(s).

The Employer agrees that a Union steward will be given an opportunity by his/her supervisor to interview each new employee within regular working hours, without loss of pay, as soon as practicable subject to operational requirements, for fifteen minutes for the purpose of acquainting the new employee with the benefits and responsibilities of Union membership.

**ARTICLE 3-DUES DEDUCTION**

(301) The Employer shall deduct from the earnings of each employee covered by this Agreement and pay to the Union not later than the 10th day of each month all Union dues and assessments. Such dues and assessments shall be deducted weekly from the employee's earnings in accordance with a schedule furnished the Employer by the Union. Such schedule may be amended by the Union at any time.

The Employer shall, when remitting dues and assessments to the Union, give the names of the employees from whose pay deductions have been made and the amount of the deduction.

**ARTICLE 4-HOURS AND OVERTIME**

(401) The five day, thirty-five hour week shall prevail and no person shall be regularly employed for more than 24 but less than 35 hours per week.

(401a) The working shift shall consist of 7 hours falling within 8 consecutive hours, except for sales employees.

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

(402) The Employer shall pay for all authorized overtime at the rate of time-and-one-half the regular straight time rate. Overtime shall be defined as hours authorized and worked beyond 35 hours in a work week.

Overtime shall be paid for, except that by mutual agreement with the Department Head, the employee may choose equivalent time off. The Employer reserves the right to limit the amount of time off to be accumulated by an employee. Time off

shall be taken at a mutually agreed time and a request to take time owing shall not be unreasonably denied. Granting of time owing shall be confirmed in writing when requested.

(403) Sales employees shall be exempt from the provisions of Section 402, except that inside sales employees shall be entitled to time **off** equivalent to time authorized in advance by the Employer and worked on the Employer's premises outside of their regular hours of work.

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

(404) An employee required by the Employer to work **on his** day **off** shall be paid at the rate of time and one half, with a **minimum** of four and one half hours' pay at the time and one half rate in addition to **his** regular weekly **salary**. The employee may, with the consent of **his** supervisor, select equivalent time **off** in lieu of payment.

(405) Any employee required to work both a Saturday and a Sunday in the same work week shall be paid double the regular straight-time rate for one of those shifts. If one such **shift** is a sixth shift, it shall be designated the double time **shift**. If the other weekend **shift** worked is a seventh **shift**, it shall be paid at the rate of time and one half the straight time rate. There shall be a **minimum** of seven hours paid for at the above-mentioned rates for each such **shift**.

(406) For employees in the Traffic Department, Cut Room, and clerical employees, tentative schedules of **starting** times shall be posted at least two weeks in advance of the week for which they apply and schedules of starting times shall be posted not later than the Monday one week prior to the week Monday to Sunday. The Employer will attempt to keep to a minimum the number of changes between the tentative schedule and the **final** schedule.

No advance notice need be given of a change in starting time if the change is **no** more than one hour earlier or later than the scheduled starting time. In the event of changes of more than one hour, the provisions of Section 402 shall apply to the extent of the change in excess of one hour.

(407) Schedules of days **off** shall be posted at least two weeks in advance. when days **off** are changed **within** two weeks by other than mutual consent the day **off** worked shall be at the overtime rate. Days **off** shall be consecutive whenever possible.

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

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

#### ARTICLE 5-GENERAL WAGE PROVISIONS

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

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

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

(503) **Dual Work** An employee temporarily assigned for a minimum of a full **shift**, or permanently transferred to a higher paid classification within the bargaining unit, shall receive the rate of the higher classification next higher in dollars to the rate the employee received in the lower classification. **This** shall not apply to training periods of up to two weeks in a higher classification. In the case of a permanent transfer an employee, except for an employee who was at the top of his **salary** scale prior to the transfer, Will be credited with seventy-five per cent (75%) of **his current** anniversary year service in the lower classification and the date for advancement to succeeding **salary minimums** in the higher classification shall be adjusted accordingly.

(504) Salaries **Above Minimum.** The **minimum** wages established herein are **minimums** only. Salaries above those provided in Section 601 may be paid to an individual employee **as** recognition of individual merit and performance. The **Union** may represent employees in bargaining for such salaries.

(505) Payment of wages shall **continue** to be made weekly. Effective September 1997, payment of wages shall be made every second week.

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

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**ARTICLE 6-WAGES**

(601) The following minimum weekly salaries shall be in effect during the term of this Agreement. The various wage rates shall become effective for shifts starting after 12:01 a.m. on the dates shown.

**Group A**

Marketing Services Administrator

	<u>July 1/96</u>	<u>July 1/97</u>			<u>July 1/00</u>	<u>July 1/01</u>
	\$1,214.38	\$1,232.60	\$1,257.25	\$1,288.68	\$1,320.90	\$1,353.92

**Group B**

Advertising Account Manager, GMI Account Manager

	<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
Start	\$778.43	\$790.11	\$805.91	\$826.06	\$846.71	\$867.88
After 1 Year	\$833.97	\$846.48	\$863.41	\$884.99	\$907.12	\$929.80
After 2 Years	\$913.33	\$927.03	\$945.57	\$969.21	\$993.44	\$1,018.28
After 3 Years	\$997.82	\$1,012.79	\$1,033.04	\$1,058.87	\$1,085.34	\$1,112.47
After 4 Years	\$1,128.84	\$1,145.77	\$1,168.69	\$1,197.91	\$1,227.85	\$1,258.55

**Group Bb**

Advertising Project Co-ordinator

	<u>July 1/96</u>				<u>July 1/00</u>	<u>July 1/01</u>
Start	\$723.76	\$734.62	\$749.31	\$768.04	\$787.24	\$806.92
After 1 Year	\$774.37	\$785.98	\$801.70	\$821.74	\$842.29	\$863.34
After 2 Years	\$836.66	\$849.21	\$866.19	\$887.85	\$910.05	\$932.80
After 3 Years	\$931.35	\$945.32	\$964.23	\$988.33	\$1,013.04	\$1,038.37
After 4 Years	\$1,021.21	\$1,036.53	\$1,057.26	\$1,083.69	\$1,110.78	\$1,138.55

**Group C**

Telemarketing Sales Representative, GMI Telemarketing Sales Representative

	<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>		<u>July 1/00</u>	<u>July 1/01</u>
Start	\$669.09	\$679.13	\$692.71	\$710.03	\$727.78	\$745.97
After 1 Year	\$714.76	\$725.48	\$739.99	\$758.49	\$777.45	\$796.89
After 2 Years	\$759.99	\$771.39	\$786.82	\$806.49	\$826.65	\$847.32
After 3 Years	\$864.88	\$877.85	\$895.41	\$917.80	\$940.74	\$964.26
After 4 Years	\$913.58	\$927.28	\$945.83	\$969.48	\$993.71	\$1,018.55

**Group D**

Sales Assistant, Magazine Administrative Assistant, Senior Advertising Service Representative

	<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
Start	\$649.17	\$658.91	\$672.09	\$688.89	\$706.11	\$723.76
After 1 Year	\$679.31	\$689.50	\$703.29	\$720.87	\$738.89	\$757.37
After 2 Years	\$758.52	\$769.90	\$785.30	\$804.93	\$825.05	\$845.68
After 3 Years	\$849.00	\$861.74	\$878.97	\$900.94	\$923.47	\$946.55
After 4 Years	\$956.23	\$970.57	\$989.98	\$1,014.73	\$1,040.10	\$1,066.11

**Group E**

Secretary, Advertising Layout Person

	<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
Start	\$627.52	\$636.93	\$649.67	\$665.91	\$682.56	\$699.63
After 1 Year	\$657.66	\$667.52	\$680.88	\$697.90	\$715.34	\$733.23
After 2 Years	\$736.86	\$747.91	\$762.87	\$781.94	\$801.49	\$821.53
After 3 Years	\$827.35	\$839.76	\$856.56	\$877.97	\$899.92	\$922.42
After 4 Years	\$934.58	\$948.60	\$967.57	\$991.76	\$1,016.55	\$1,041.97

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**Group F**

Intermediate Advertising Service Representative

	<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
<b>Start</b>	\$599.21	\$608.20	\$620.36	\$635.87	\$651.77	\$668.06
After 6 Mths.	\$615.78	\$625.02	\$637.52	\$653.45	\$669.79	\$686.54
After 1 Year	\$645.39	\$655.07	\$668.17	\$684.88	\$702.00	\$719.55
After 2 Years	\$688.07	\$698.39	\$712.36	\$730.17	\$748.42	\$767.13
After 3 Years	\$747.30	\$758.51	\$773.68	\$793.02	\$812.85	\$833.17
After 4 Years	\$781.27	\$792.99	\$808.85	\$829.07	\$849.80	\$871.04

**Group G**

Processing Clerk

	<u>July 1/96</u>	<u>July 1/97</u>				<u>July 1/01</u>
<b>Start</b>	\$535.13	\$543.16	\$554.02	\$567.87	\$582.07	\$596.62
<b>After 1 Year</b>	\$572.03	\$580.61	\$592.22	\$607.03	\$622.20	\$637.76
After 2 Years	\$611.53	\$620.70	\$633.12	\$648.94	\$665.17	\$681.80
After 3 Years	\$672.99	\$683.08	\$696.75	\$714.17	\$732.02	\$750.32

**Group H**

Cut Room Clerk

		<u>July 1/97</u>			<u>July 1/00</u>	<u>July 1/01</u>
<b>Start</b>	\$518.63	\$526.41	\$536.94	\$550.36	\$564.12	\$578.22
After 6 Mths.	\$533.35	\$541.35	\$552.18	\$565.98	\$580.13	\$594.63
After 1 Year	\$560.29	\$568.69	\$580.07	\$594.57	\$609.43	\$624.67
After 2 Years	\$600.32	\$609.32	\$621.51	\$637.05	\$652.98	\$669.30
After 3 Years	\$658.34	\$668.22	\$681.58	\$698.62	\$716.08	\$733.99

**Group I**

Junior Clerk

		<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>		<u>July 1/01</u>
<b>Start</b>	\$458.18	\$465.05	\$474.35	\$486.21	\$498.37	\$510.83
<b>After 6 Mths.</b>	\$479.43	\$486.62	\$496.35	\$508.76	\$521.48	\$534.52
After 1 Year	\$507.20	\$514.81	\$525.10	\$538.23	\$551.69	\$565.48
After 2 Years	\$541.50	\$549.62	\$560.61	\$574.63	\$589.00	\$603.72
After 3 Years	\$585.61	\$594.39	\$606.28	\$621.44	\$636.98	\$652.90

The July 1999 salary grids are based on a two and one-half per cent (2.5%) increase over the July 1, 1998 salary grids. For every full one-half per cent (0.5%) increase in the Consumer Price Index for Toronto (1986 = 100) which exceeds two and one-half per cent (2.5%), comparing June 1998 to June 1999, there will be a one-half per cent (0.5%) increase in the July 1, 1999 wage grids. The one-half per cent (0.5%) increases will be capped such that the total negotiated wage increase (2.5%) when added to C.P.I. adjustments shall not exceed four per cent (4.0%).

The July 2000 salary grids are based on a two and one-half per cent (2.5%) increase over the July 1, 1999 salary grids. For every full one-half per cent (0.5%) increase in the Consumer Price Index for Toronto (1986 = 100) which exceeds two and one-half per cent (2.5%), comparing June 1999 to June 2000, there will be a one-half per cent (0.5%) increase in the July 1, 2000 wage grids. The one-half per cent (0.5%) increases will be capped such that the total negotiated wage increase (2.5%) when added to C.P.I. adjustments shall not exceed five per cent (5.0%).

The July 2001 salary grids are based on a two and one-half per cent (2.5%) increase over the July 1, 2000 salary grids. For every full one-half per cent (0.5%) increase in the Consumer Price Index for Toronto (1986 = 100) which exceeds two and one-half per cent (2.5%), comparing June 2000 to June 2001, there will be a one-half per cent (0.5%) increase in the July 1, 2001 wage grids. The one-half per cent (0.5%) increases will be capped such that the total negotiated wage increase (2.5%) when added to C.P.I. adjustments shall not exceed five per cent (5.0%).

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**Group F**

Intermediate Advertising Service Representative

	<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
Start	\$599.21	\$608.20	\$620.36	\$635.87	\$651.77	\$668.06
After 6 Mths.	\$615.78	\$625.02	\$637.52	\$653.45	\$669.79	\$686.54
After 1 Year	\$645.39	\$655.07	\$668.17	\$684.88	\$702.00	\$719.55
After 2 Years	\$688.07	\$698.39	\$712.36	\$730.17	\$748.42	\$767.13
After 3 Years	\$747.30	\$758.51	\$773.68	\$793.02	\$812.85	\$833.17
After 4 Years	\$781.27	\$792.99	\$808.85	\$829.07	\$849.80	\$871.04

**Group G**

Processing Clerk

		<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
Start	\$535.13	\$543.16	\$554.02	\$567.87	\$582.07	\$596.62
After 1 Year	\$572.03	\$580.61	\$592.22	\$607.03	\$622.20	\$637.76
After 2 Years	\$611.53	\$620.70	\$633.12	\$648.94	\$665.17	\$681.80
After 3 Years	\$672.99	\$683.08	\$696.75	\$714.17	\$732.02	\$750.32

**Group H**

Cut Room Clerk

	<u>July 1/96</u>	<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
Start	\$518.63	\$526.41	\$536.94	\$550.36	\$564.12	\$578.22
After 6 Mths.	\$533.35	\$541.35	\$552.18	\$565.98	\$580.13	\$594.63
After 1 Year	\$560.29	\$568.69	\$580.07	\$594.57	\$609.43	\$624.67
After 2 Years	\$600.32	\$609.32	\$621.51	\$637.05	\$652.98	\$669.30
After 3 Years	\$658.34	\$668.22	\$681.58	\$698.62	\$716.08	\$733.99

**Group I**

Junior Clerk

		<u>July 1/97</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
Start	\$458.18	\$465.05	\$474.35	\$486.21	\$498.37	\$510.83
After 6 Mths.	\$479.43	\$486.62	\$496.35	\$508.76	\$521.48	\$534.52
After 1 Year	\$507.20	\$514.81	\$525.10	\$538.23	\$551.69	\$565.48
After 2 Years	\$541.50	\$549.62	\$560.61	\$574.63	\$589.00	\$603.72
After 3 Years	\$585.61	\$594.39	\$606.28	\$621.44	\$636.98	\$652.90

The July 1999 salary grids are based on a two and one-half per cent (2.5%) increase over the July 1, 1998 salary grids. For every full one-half per cent (0.5%) increase in the Consumer Price Index for Toronto (1986 = 100) which exceeds two and one-half per cent (2.5%), comparing June 1998 to June 1999, there will be a one-half per cent (0.5%) increase in the July 1, 1999 wage grids. The one-half per cent (0.5%) increases will be capped such that the total negotiated wage increase (2.5%) when added to C.P.I. adjustments shall not exceed four per cent (4.0%).

The July 2000 salary grids are based on a two and one-half per cent (2.5%) increase over the July 1, 1999 salary grids. For every full one-half per cent (0.5%) increase in the Consumer Price Index for Toronto (1986 = 100) which exceeds two and one-half per cent (2.5%), comparing June 1999 to June 2000 there will be a one-half per cent (0.5%) increase in the July 1, 2000 wage grids. The one-half per cent (0.5%) increases will be capped such that the total negotiated wage increase (2.5%) when added to C.P.I. adjustments shall not exceed five per cent (5.0%).

The July 2001 salary grids are based on a two and one-half per cent (2.5%) increase over the July 1, 2000 salary grids. For every full one-half per cent (0.5%) increase in the Consumer Price Index for Toronto (1986 = 100) which exceeds two and one-half per cent (2.5%), comparing June 2000 to June 2001, there will be a one-half per cent (0.5%) increase in the July 1, 2001 wage grids. The one-half per cent (0.5%) increases will be capped such that the total negotiated wage increase (2.5%) when added to C.P.I. adjustments shall not exceed five per cent (5.0%).

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observed on the day designated as the holiday. The holiday shifts shall be those starting within the 24 hour period of the recognized holiday.

Employees shall also be entitled to a holiday on their birthday.

If an additional holiday not recognized herein is declared by government statute during the term of this Agreement the new holiday will also be recognized as a holiday.

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

(803) Employees who are required to work on a holiday shift shall be paid a minimum of a full day's pay at the rate of two times their straight time rate in addition to their regular weekly salary. Authorized overtime worked on a holiday shall be paid at the rate of two times the straight time rate.

By mutual agreement with the Department Head, the employee may choose equivalent time off in lieu of all or part of the holiday premium pay and overtime pay specified above. The Employer reserves the right to limit the amount of time off to be accumulated by an employee. Time off shall be taken at a mutually agreed time and a request to take time owing shall not be unreasonably denied. Granting of time owing shall be confirmed in writing when requested.

(804) An employee whose regular day off falls on a recognized holiday shall receive an additional day off at another date. It is understood that if an employee's regular day off and birthday both fall on a day designated as one of the nine other recognized holidays in section 801, the employee will receive two additional days off at another date.

(805) In a pay week which includes a recognized holiday, work on either or both of the scheduled days off shall be at the overtime rate in spite of the fact that the employee has worked only four scheduled days in the pay week (three scheduled days if the employee's birthday occurs in the pay week) by reason of having the holiday off.

**ARTICLE 9-GROUP INSURANCE AND RETIREMENT**

(901) The Employer shall maintain the Group Life Insurance Plan, or a Plan providing at least equal benefits, in effect at the time of the signing of this Agreement during the life of this Agreement for full-time employees who have completed their probationary period. Such employees are required to participate in the Globe and Mail Group Life Insurance Plan.

An employee may select coverage equal to \$6,000 or equal to one and one-half times his annual salary at the base rate or two times his annual salary at the base rate. The Company will pay the cost of the first \$6,000 of coverage. For coverage in excess of \$6,000 the employee shall pay 50% of the premium

cost per thousand dollars of insurance and the Company shall pay the balance.

(902) The Canadian Newspapers Bargaining and Hourly Employees' Retirement Plan - The Globe and Mail Division providing a retirement program for employees now covered by this Agreement shall be continued by the Employer during the life of this Agreement.

The Employer agrees to continue during the term of the Agreement payment of the Employer's matching contribution to the Canada Pension Plan without requiring reduction in The Canadian Newspapers Bargaining and Hourly Employees' Retirement Plan - The Globe and Mail Division.

**ARTICLE 10-SICKLEAVE**

(1001) Sick leave shall be granted to employees in accordance with past established practice.

Employees who have completed less than three months of service shall claim Employment Insurance benefits

Employees who have completed three months but no more than three years of service shall be entitled to eight weeks of sick leave at full pay and an additional seven weeks of sick leave at no less than 66.66 per cent of salary up to the Employment Insurance maximum benefit. Employees with more than three years of service shall be entitled to fifteen weeks of sick leave at full pay.

After fifteen weeks of sick leave with pay, the employee shall claim Employment Insurance benefits. The Employer will review the matter of future sick pay at that time.

The Employer will give special consideration to the case of an employee who is ineligible for Employment Insurance sick benefit pay or who is still unable to return to work, due to the illness, when the Employment Insurance sick benefits expire.

In any event the employee shall receive in total no less in such benefits than he would have by past established practice.

(1002) No deductions for sick leave shall be made from overtime or vacation credited or to be credited to the employee.

(1003) The Employer shall pay, on behalf of employees who have completed three (3) continuous months of service, the full monthly premium of the Ontario Health Insurance Plan, the Extended Health Care Plan (\$10/\$20 deductibles; including hearing aids coverage with a \$300 lifetime maximum per person (effective January 1, 1997, \$500 lifetime maximum per person); including coverage for Repetitive Strain Injury assessment and treatment performed by the Clinic of Injury and Disease Response or any other health care providers agreed to by the Union and the Employer with lifetime maximums of Electromyography - \$1,000, Stage 1 treatment - \$800, Stage 2 treatment - \$3,000, Stage 3 treatment - \$4,500; and including coverage for

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glucometer and points), the Vision Care Plan (\$200 maximum per person every 24 months; effective July 1, 1999, \$250 maximum per person every 24 months), a long term disability plan (60% of salary), and one-half the monthly premium of the Hospitalization Plan, and one-half the cost of the monthly premium of a dental plan for those with such coverage. The dental plan will include coverage for caps and ~~crowns~~. Payment for covered services of the Dental Plan will be as specified in the 1994 Fee Guide for General Practitioners of the Ontario Dental Association; effective January 1, 1997, the 1995 Fee Guide for General Practitioners of the O.D.A.; effective January 1, 1998, the 1996 Fee Guide for General Practitioners of the Ontario Dental Association; effective January 1, 1999, the 1997 Fee Guide for General Practitioners of the Ontario Dental Association; effective January 1, 2000, the 1998 Fee Guide for General Practitioners of the Ontario Dental Association; effective January 1, 2001, the 1999 Fee Guide for General Practitioners of the Ontario Dental Association; effective January 1, 2002, the 2000 Fee Guide for General Practitioners of the Ontario Dental Association. The Employer may change carriers as long as equivalent or superior coverage is provided, subject to Section 1004.

(1004) The Employer will notify the Union in writing at least ~~thirty~~ (30) days prior to the implementation of any change in coverage in a benefit plan listed in Section 1003. There shall be no reduction in the benefits provided by the benefit plans listed in section 1003.

(1005) Upon request, the Employer agrees to meet with the Union to discuss the disposition of any Unemployment Insurance premium rebates

#### Article 11-SEVERANCE PAY

(1101) Upon dismissal to reduce staff, an employee shall receive cash severance pay in a lump sum equal to one week's pay for every five months' ~~continuous~~ service or major fraction thereof up to a maximum of fifty-two weeks' salary. Such pay shall be computed at the salary which was being paid at the time of dismissal.

(1102) When dismissal to reduce staff is by reason of the introduction of new processes and/or equipment and/or methods, the employee shall receive dismissal pay in a lump sum equal to one (1) week's pay for every five (5) months' continuous service or major fraction thereof up to a maximum of fifty-two (52) weeks' wages plus a further fifteen per cent (15%) of said lump sum plus a further five hundred dollars (\$500).

(1103) Where the termination of employment provisions of Section 13, Subsection 1 or 2 of the Employment Standards Act of Ontario and the Regulation under Part II thereof, or any legislation in substitution or amendment that makes no substantial change thereof, are applicable, severance pay for

affected employees upon dismissal will be calculated on the following basis:

(a) If an affected employee is required to work each week of the stipulated notice of termination period and provided he ~~so~~ works, severance pay will be calculated in accordance with Sections 1101 or 1102 as the case may be.

(b) If an affected employee is not required to work during all or a part of the stipulated notice period, the amount of severance pay will be reduced by the amount of pay the employee receives for that portion of the notice period that he was not required to work in excess of two weeks.

#### ARTICLE 12-EXPENSES AND EQUIPMENT

(1201) Upon submission of expense reports in the prescribed form and properly supported by vouchers where obtainable, the Employer shall pay authorized expenses incurred by the employee in the service of the Employer.

(1201A) The Employer shall provide a mileage allowance to employees who are authorized and required to provide an automobile for regular use in the performance of their employment responsibilities at the rate of \$511.75 per month effective October 1, 1996 for their business kilometers, adjusted quarterly thereafter commencing January 1, 1997, based on the "Private Transportation" item of the Consumer Price Index by City for Toronto using quarterly averages adjusted from the second quarter average in 1996. In addition, the Employer shall reimburse such employees for the cost of additional premiums required to insure the vehicle for business use. Employees who are not required to provide an automobile for Company business on a regular basis may be authorized by the Employer from time to time to use their automobile for ~~this~~ purpose and, in that event, will be compensated at the rate of 33.23 cents per kilometer effective July 1, 1996 adjusted quarterly thereafter commencing October 1, 1996 as specified above from the first quarter average in 1996. Employees who use their automobile for Company business must provide the Employer satisfactory proof of business insurance for such use.

(1202) Upon submission of the appropriate expense data, properly supported by an incident report, the Employer shall continue the practice of paying for repairs for damages to an employee's automobile directly or largely caused by ~~driving~~ under extraordinary conditions on company business.

#### ARTICLE 13-LEAVES OF ABSENCE

(1301) Upon request the employer shall grant employees leaves of absence without pay for good and sufficient cause provided such leave does not cause unreasonable disruption of operations.

(1302) If an employee is elected or appointed to any office or position of the Communications, Energy and Paperworkers Union of Canada or CLC or ~~office~~

or position of a local of the Communications, Energy and Paperworkers Union of Canada, or office or position with any organization with which the Communications, Energy and Paperworkers Union of Canada is affiliated, such employee, upon his request, shall be given a leave of absence without pay and shall be reinstated in the same or a comparable position upon the expiration of such leave. If the purpose of the leave is to assume a full-time position with any of the above organizations, such leave shall be given to only one employee at any one time. Except for emergencies, a request for a leave of absence of five (5) working days or less shall be made at least forty-eight (48) hours in advance and a request for a leave of absence which extends to more than five (5) working days shall be made at least two (2) weeks in advance.

(1303) Leaves of absence without pay upon request shall be granted to employees elected or appointed delegates to conventions of the Communications, Energy and Paperworkers Union of Canada, or CLC, or any organization with which the Communications, Energy and Paperworkers Union of Canada is affiliated, and to delegates to special meetings called by the Communications, Energy and Paperworkers Union of Canada, or by any branch thereof, or by any organization with which the Communications, Energy and Paperworkers Union of Canada is affiliated. Except for emergencies, a request for a leave of absence of five (5) working days or less shall be made at least forty-eight (48) hours in advance and a request for a leave of absence which extends to more than five (5) working days shall be made at least two (2) weeks in advance.

(1304) Jury Duty. Employees called to serve on juries or subpoenaed as a witness in a judicial proceeding, shall receive their regular weekly salary during periods of such service. It is expressly agreed that this section shall not apply to employees called or subpoenaed as witnesses or participants in proceedings between the parties of this Agreement, e.g. arbitration hearings.

(1305) Bereavement leave. In the event of a death in the immediate family, i.e. parent, grandparent, child, spouse, brother, sister, or parent-in-law, a regular employee will be granted bereavement leave for the purpose of making funeral arrangements or attending the funeral. Pay for such leave will be limited to a maximum of three scheduled working days. One additional day may be granted (total four) if the funeral is outside continental North America. Upon request, bereavement leave with or without pay may be granted or extended in special circumstances not covered by this Agreement.

(1306) (a) Unpaid pregnancy leave and parental leave shall be granted as provided by the Ontario Employment Standards Act and shall be governed by the terms of that Act.

(b) A request for an additional period of unpaid maternity leave in respect of the birth of an

employee's child, consecutive with the leaves referred to in (a), shall not be unreasonably denied, provided that the total length of pregnancy leave, parental leave and maternity leave combined will not exceed twelve (12) months.

(c) A request by an employee who does not qualify for the leave referred to in (b), for an additional period of extended leave in respect of the birth or adoption of the employee's child, consecutive with parental leave, shall not be unreasonably denied, provided that the total length of parental leave and extended leave combined will not exceed twelve (12) months.

(d) An employee on pregnancy leave, parental leave, maternity leave or extended leave will continue to participate in the benefit plans listed in section (1003), the Group Life Insurance Plan, the Globe and Mail Accident Insurance Plan and the Retirement Plan with the employee and Employer each continuing to make the usual contributions unless the employee elects in writing not to do so.

(e) The Employer will establish a supplemental unemployment benefit (SUB) plan effective July 1, 1992, or as soon thereafter as all necessary rulings and approvals, including those required to allow the Employer to deduct all SUB payments for income tax purposes are received. The SUB plan will provide a payment to an employee on pregnancy leave for the birth of her child who has applied for and qualifies for pregnancy benefits under the Unemployment Insurance Act, equal to the amount of the weekly unemployment insurance benefit she will receive, and paid for each of the two (2) weeks in her waiting period under the Unemployment Insurance Act. An employee who terminates employment during or at the conclusion of pregnancy leave, or less than one (1) month after completing such a leave shall reimburse the Employer for any SUB benefits which she has received.

(1307) During each calendar year on a non-cumulative basis, an employee may take up to two (2) days' leave of absence with pay as a result of a family emergency or sickness of or injury to a member of the employee's immediate family. One (1) of these days may be used for paternity leave. One of these days may be used for personal emergency which requires the employee to be absent from work. Any unused day(s) are to be taken between Christmas and New Year's, if operationally feasible. This entitlement shall satisfy the first two (2) days of any statutory entitlement to family, personal or similar leave introduced during the term of this collective agreement.

(1308) Leaves provided for in Article 13 shall not constitute breaks in continuity of service, but such unpaid leave in excess of fifteen (15) calendar days in a year shall not be considered service time in the computation of benefits dependent upon length of service nor in computing length of service for the purpose of wages or wage progression.

Leaves provided for in Article 13 shall be considered service time in the computation of severance or dismissal pay with the exception that time in excess of twenty-four (24) continuous months on a leave pursuant to Article 1302 shall not be considered service time in the computation of severance or dismissal pay.

Notwithstanding the foregoing, any pregnancy leave and/or parental leave granted to an employee under the provisions of the Employment Standards Act as set out in section 1306(a) of this Agreement will, up to the maximum period of entitlement for such leaves prescribed by the Act, be considered service time in the computation of benefits dependent on length of service and in computing length of service for the purpose of wages or wage progression.

(1309) Employees shall be entitled to participate in a deferred compensation leave plan in accordance with the Letter of Understanding which is attached to and forms part of this Agreement.

#### ARTICLE 14-TEMPORARY EMPLOYEES

(1401) A temporary employee is one who is employed for full-time work:

(a) For a period of up to five (5) months to cover for vacations; or a period of up to four (4) months, plus one (1) month in segments of not less than five (5) working days;

(b) To cover an approved leave of absence, including sickness, for the duration of such absence;

(c) For other reasons or special projects for periods of up to four (4) months.

Except for the one (1) month period described in (a) above, temporary employees shall not be eligible to be re-hired as temporary employees within a period of one year from the date their temporary employment first commenced. The Union shall be notified in Writing as to the reason for such employment, and its expected duration when known. If, within four weeks of the end of employment as a temporary employee, an individual is re-hired as either a regular or temporary employee, the employee's service shall be deemed to be continuous.

(1402) Temporary employees shall not be employed for work normally or appropriately performed by regular full-time employees, where, in effect, such employment would eliminate or displace a regular or full-time employee.

(1403) Temporary employees who have completed their probationary period are covered by all provisions of this contract except those for which eligibility is regular full-time employment.

Temporary employees hired to cover for vacations during the period of April 15 to September 30 shall not be eligible for the Extended Health Care, Semi-Private Hospitalization, Dental and Long Term Disability Plans unless such an employee is eligible based on service prior to commencing the employment to cover for such vacations.

#### ARTICLE 15-TRANSFERS

(1501) The Employer agrees not to transfer a sales employee to a position outside the bargaining unit without the employee's consent. An employee will not be penalized for refusing to accept such a transfer.

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

(1502) The Employer shall make every effort not to transfer an employee against his or her wishes to another classification. A complaint by an employee about such a transfer shall be dealt with, if necessary, under the provisions of the grievance procedure. There will be no reduction in salary or impairment of benefits for anyone so transferred, except upon the mutual agreement of the employee, Employer and the Union.

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

#### ARTICLE 16-MISCELLANEOUS

(1601) Bulletin Boards The Employer agrees to provide bulletin boards in appropriate places for the use of the Union.

(1602) Employees shall be free to engage in activities outside working hours, provided

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

(1603) Employees shall have the right to examine the Employer's Human Resource and/or Departmental personnel file, if any, on the employee during business hours, to obtain copies of anything contained therein, and to have recorded in the file the employee's comments on anything contained in the file.

(1604) All references to the Employer shall mean the Employer or his representative.

(1605) In all cases where notice to the **Union** is required, such notice shall be addressed to the Chairperson of The Globe and Mail unit at the offices of the **Union**.

(1606) As required by the Labour Relations Act, there shall be no strike or lockout as long as this Agreement continues to operate.

(1607) Where the masculine is used in this agreement, it shall be deemed to include the feminine.

(1608) No employee shall be required to work at the office of or for another Toronto daily newspaper where there is a legal strike of the **Union** concerning employees in his classification.

**Union** members shall not be required to cross a picket line at the premises of the Employer because of a lawful strike by Union members who are employees in another Union bargaining unit of the Employer, provided such members exercise such option when first confronted by such picket line. Such **Union** members will not be paid for the time they are absent from work but their jobs will not be in jeopardy because they are exercising such option. Absence provided for in this Article shall not constitute breaks in continuity of service, but shall not be considered service time in the computation of benefits dependent upon length of service. The Employer shall not be liable for his share of financial benefits provided in this Agreement during such absence.

#### **ARTICLE 17-GRIEVANCEPROCEDURE**

(1701) The **Union** shall designate a committee of its own choosing, including not more than three (3) employees, to deal with the Employer or his authorized agent on any matter arising from the application of this Agreement or affecting the relations of the employees and the Employer.

(1702) The parties agree to meet within five (5) days after a request for such a meeting. Efforts to adjust grievances shall be made on company time. The parties agree that the processing of grievances, including referrals to arbitration, shall be carried out as promptly as is reasonably possible.

(1703) Any matter, except the renewal of this contract may be a difference between the parties and if not satisfactorily settled within thirty (30) days of its first consideration may be submitted by either party to final and binding arbitration. Any such matter not referred to arbitration within ninety days of its first consideration shall not be arbitrable. Within ten (10) days of requesting arbitration, the party making the request shall submit to the other the name of the arbitrator who will represent the party requesting arbitration, and within ten (10) days the other party shall by Written notice name the arbitrator who will represent it. The arbitrators thus named shall jointly select an impartial third person who shall be chairman of the arbitration board. If the two arbitrators selected by the parties are unable to select

a third arbitrator within ten (10) days of the appointment of the second arbitrator, the parties to this agreement shall request the Minister of Labor for Ontario to appoint the third arbitrator. Any of the aforementioned time limits may be extended by mutual consent of the parties to this Agreement.

(1704) The Employer and the **Union** shall defray the expenses of their respective appointees to the arbitration board and the expenses of the third arbitrator shall be borne equally by the Employer and the **Union** except that neither party shall be obliged to pay any part of the cost of a stenographic transcript without express consent.

(1705) Notwithstanding the thirty (30) day time limit specified in Section 1703, either party may refer to final and binding arbitration a grievance arising out of the dismissal of an employee that is not satisfactorily settled within fifteen (15) days of the date of such dismissal. The parties may agree to a single arbitrator to hear a dismissal grievance.

(1705A) An arbitrator or arbitration board shall have no power to modify, amend or add to the terms of this Agreement, nor to make any decision inconsistent therewith.

(1706) Employees shall have the right to have a steward present at any disciplinary or dismissal meeting with the Employer, any meeting with the Employer concerning a warning for absenteeism, and any meeting called with the employee to investigate alleged serious misconduct on the part of the employee where, because of the circumstances of the alleged misconduct, it is likely that a suspension or dismissal would be imposed. The Employer shall advise the employee of this right prior to such a meeting.

Employees shall be notified in writing of the grounds for any written warning, suspension or dismissal with a copy to the **Union** in the case of a final warning, suspension or dismissal.

Where practicable, before disciplining or dismissing an employee, the Employer will endeavour to give the employee an opportunity to provide an explanation.

#### **ARTICLE 18-HIRING**

(1801) The Employer agrees that when hiring it will not discriminate on the basis of membership or activity in the Union; nor on the basis of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap contrary to the provisions of the Ontario Human Rights Code.

(1802) The Employer agrees not to have or enter into any agreement with any other employer binding such other employer not to offer or give employment to the employees of the Employer.

(1803) The Employer shall post notices of vacancies within the **Union's** bargaining units for at least seven (7) days. Such notices shall use the proper



classification title under this Agreement to describe the job where applicable and shall specify, if not specified in the contract, the salary grid and that premiums or bonuses are paid for the position. Advertising for candidates to fill such vacancies may commence no sooner than the first day of posting of the notice. Copies of such notices shall be sent to the Union office.

The Employer agrees to interview all applicants from within the Union's bargaining units. The Employer shall notify the applicants of the hiring decision before a general announcement is made. Applicants shall be notified of the status of their application within thirty (30) days.

#### ARTICLE 19-SECURITY

(1901) There shall be no dismissal or any form of discipline of employees except for just and sufficient cause, subject to Section (1911).

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

(1902) There shall be no dismissals of or other discrimination against any employee because of his membership or activity in the Union; nor as a result of this Agreement coming into effect; nor on the basis of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap contrary to the provisions of the Ontario Human Rights Code. The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment. The Employer will not tolerate sexual harassment of employees.

(1903) Termination notice will be in accordance with the provisions of the Employment Standards Act of Ontario. Notwithstanding the foregoing, it is understood that in the case of an economy dismissal in Section 1904 or a reduction in staff in Section 1905, there will be a minimum of eight weeks' notice. In the case of a dismissal for alleged incompetence, at least two weeks' notice will be given and one week's notice will be given for any other dismissal except dismissal for gross misconduct, in which case no advance notice of dismissal need be given. Termination notice shall be in Writing to the employee with a copy to the Union and shall give the reason for the dismissal.

(1904) Dismissals to reduce staff due to economic reasons will be dealt with as follows:

(a) Economy dismissals shall be made only when in the opinion of the Employer failure to reduce the staff would impair the financial stability of The Globe and Mail, or that the efficient production of The Globe and Mail would be impaired if such dismissals did not occur. In such circumstances, before any such dismissals are made the Employer

and the Union will discuss other means of effecting necessary economies.

(b) There shall be no dismissals for a period of three weeks after a decision to reduce the force has been made in accordance with 1904(a). During this time, employees in the classifications involved may offer to resign in return for severance pay. Such a resignation will be effective eight (8) weeks after the offer to resign is accepted. The Employer may release the employee sooner provided the employee is paid until the effective date of the resignation.

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

(c) Employees will be dismissed within each classification on the basis of the reverse order of their total length of service since last hired provided the capabilities of employees concerned are relatively equal and provided those remaining are qualified to perform the work required. Classification means a job classification listed within a wage group in Article 6- Wages.

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

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

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

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

(g) The employees ultimately dismissed shall be entitled to severance pay provided by Section 1101.

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(1905) The Employer has a right to introduce and use new processes or new equipment or machinery. The Employer will provide three months' notice to the Union prior to the introduction of new processes or new types of equipment or machinery when such introduction would result in a reduction in staff (other than probationary employees at the time the notice is given). For employees hired prior to June 30, 1984, the Employer agrees to effect by attrition any reduction in staff resulting from the introduction of new processes or new equipment or machinery. The Employer will provide retraining to qualify the employees for relocation and such retraining will be at the time and expense of the Employer. There will be no reduction in salary for those displaced by the introduction of new processes or new equipment or machinery. The Employer will notify the Union of any new job classifications that are created as a result of the introduction of new processes, new equipment or machinery.

(1906) Any employee dismissed under Section 1904, or 1905, shall, in the reverse order in which the dismissal was made, be offered the first opportunity to be rehired to a vacancy in the same classification from which the individual was dismissed, whenever a vacancy occurs in such classification within three years of the date of the individual's dismissal.

(1907) Any individual who either refuses a position in the classification from which he was dismissed or has not been rehired by the Employer within three years of the date of his dismissal automatically terminates his claim to further employment by the Employer. Such an individual shall have the right to refuse a temporary position or a position with a different status (i.e. full-time to part-time or part-time to full-time) or in a different geographic location than the position the employee was dismissed from without affecting his claim to further employment.

(1908) When a vacancy develops which is not filled pursuant to Section 1906, dismissed individuals who do not qualify for rehire to that classification under Section 1906 shall be offered re-employment in the order of their overall seniority, if their competence to perform the duties of the job has been established to the satisfaction of the Employer. Any dismissed individual who accepts employment in a lower classification, however, retains his right to an opening in the classification from which he was dismissed in accordance with Section 1906.

(1909) To the extent permitted by the particular plan or benefit provisions, any employee who was dismissed under Section 1904 or 1905, and is rehired shall be credited with the length of service he previously accumulated in the employ of the Employer. In such cases, severance pay accrual shall commence on the date of re-employment provided there shall be no duplication of accrual credits in the event of re-employment.

(1910) The Employer will provide to the Union notice of any offer of re-employment and notice of the results thereof. Notice of an offer of re-employment shall be good and sufficient notice if delivered to the Union and the last address the employee (or the Union on behalf of the employee) has communicated to the Employer.

(1911) New employees shall be considered probationary employees for the first three months of their employment. When a temporary employee is hired as a regular full-time employee in the same job classification within four weeks of the end of his temporary employment, his probation shall be reduced by the length of his temporary employment. The probationary period may be extended by mutual agreement, up to a further period of three months. There shall be a new three months' probationary period for a new employee found unsuitable within his first three months if the Employer tries him in another category or job classification. In such cases the Employer will give notice to the Union. Probationary employees may be dismissed for any reason prior to the successful completion of their probationary period, whether extended or not, provided the Employer does not act in bad faith or in contravention of any provisions of this Agreement. It is agreed that the standard for dismissing probationary employees as reflected in this Article is a lesser standard within the meaning of the Labour Relations Act. Probationary employees whose probationary period is extended for a period beyond three months shall be entitled to insurance coverage for all benefit plans normally available to employees who have successfully completed their probationary period.

(1912) Any employee who has successfully completed a probationary period in a position at The Globe and Mail outside the bargaining unit and who is subsequently transferred into the bargaining unit shall not be required to serve a new probationary period except by mutual agreement. However, if the employee is found unsuitable for any reason within three (3) months of the transfer the employee may be returned to his previous classification and salary.

(1913) There shall be no imposition of unreasonable duties upon any employee constituting in fact a speed-up.

(1914) There shall be no reduction in staff because of vacations, holidays or sick leave where there is no reduction in the work load resulting from such occasions.

#### ARTICLE 20-INFORMATION

(2001) The Employer shall supply the Union on signing, mid-contract, and again three (3) months before the expiry of the Agreement, with a list containing the following information for all employees covered by this Agreement:

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- (a) Name, sex, social insurance number, address, and telephone number if available.
  - (b) Date of hiring and date of birth.
  - (c) Classification.
  - (d) Experience rating and experience anniversary.
  - (e) Salary, except on signing
- (2002) The Employer shall notify the Union monthly in writing of:
- (a) Step-up increases paid by name of the employee and effective date.
  - (b) Changes in classification and effective date.
  - (c) Resignations, retirements, deaths and any revisions in section 2001 d) above and effective dates.
  - (d) The data specified in section 2001 for each new employee.

#### ARTICLE 21-HEALTH AND SAFETY

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

(2101) The Employer and the Union shall establish a joint committee to investigate all aspects of health and safety in connection with the operation of the newspaper. The committee shall be composed of an equal number of Employer and Union representatives. The committee shall have the power to investigate all suspected health and safety hazards and recommend corrective measures where required. The Employer will respond in writing to each recommendation of the committee within a reasonable time. Union representatives to the committee shall be afforded such time off as is necessary to transact activities within the scope of the committee and they shall suffer no loss of wages.

(2101A) The Health and Safety Committee is presently operating under guidelines, a copy of which is attached to this Agreement as Appendix I. The guidelines may be changed by the Health and Safety Committee, and are subject to the requirements of the Occupational Health and Safety Act as amended.

(2102) An employee requiring leave to participate in a recognized programme for the treatment of drug or alcohol abuse shall be granted such leave as is necessary under the provisions of Article 10, subject to reasonable limits on the length and repetition of any such leave. Proof of participation in such recognized programme shall be submitted to the Employer.

(2103) The Joint Health and Safety Committee shall be given the opportunity to review and discuss proposals for the remodelling of work areas within its jurisdiction.

(2104) The Employer shall encourage employees who work on VDTs to take annual eye examinations and make available the time to do so.

(2105) The Employer agrees to provide VDT anti-glare screens in all cases where screens are requested.

(2106) A pregnant employee may request that she not be assigned to VDT operation during the term of her pregnancy. Such an employee will be offered other work for which she is capable if the need for such work exists. If the position to which she is transferred carries a lower rate of pay her salary shall not be reduced. If no work exists for which she is qualified, she will be offered a leave of absence without pay until she returns from maternity leave.

(2107) The Employer shall provide for radiation emission testing once a year on all video display terminals used by Union members. Such testing shall include tests for x-radiation, very low frequency electric and magnetic fields, extremely low frequency electric and magnetic fields and ultrasound. All test results shall be provided to the Joint Health and Safety Committee. The Employer agrees to provide shielding where necessary.

(2108) New or replacement video display terminals shall be tested as outlined in section 2107 before being placed in service.

(2109) The Employer shall keep a record of chemicals currently or previously used at The Globe and Mail, including their contents and properties and instructions for safe use, and shall provide this information to the Joint Health and Safety Committee. No new chemical shall be used before the above information is available.

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**LETTERS OF UNDERSTANDING**

**RE: TRAINING COMMITTEE**

A committee to examine the subject of training employees in the Advertising department shall be formed to consist of not more than four nor less than two members from the Advertising department with equal representation from The Globe and Mail and the Union.

**RE: EXPERIENCING**

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

**RE: POSTING OF VACANCIES**

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

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

**RE: AUTOMOBILE LIABILITY INSURANCE**

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

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

Thomson Newspapers Limited and/or their associates and/or their affiliates and/or their subsidiary companies have a Comprehensive General Liability Policy which has been extended to provide additional liability coverage for employees if a loss arises involving a personal automobile during the performance of employment responsibilities. This

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endorsement provides coverage only in excess of those limits insured by the owner of the vehicle.

**RE: GMI CLASSIFICATIONS**

It is agreed that for the life of this Collective Agreement the Telemarketing Sales Representatives and Account Managers working for Globe Media International will be classified as, respectively, GMI Telemarketing Sales Representative and GMI Account Manager and considered to be in these job classifications separate from their counterparts in the other Advertising Sales departments but in the same salary group as those counterparts.

If there is a staff reduction in the number of employees in either the GMI classification or its counterpart classification in the same salary group, the employee facing layoff from his classification may bump the junior employee in the other classification who has less seniority than him provided that in the opinion of the Employer such bumping employee can immediately perform the job as well as the employee who would be bumped.

**RE: BARGAINING UNIT GEOGRAPHIC COVERAGE**

Notwithstanding Article 101, the Company agrees that in the Advertising Sales Departments the geographic coverage of the bargaining unit will be voluntarily extended to the Province of Ontario until the coming into force of a renewal agreement upon the expiry of the current collective agreement (July 1, 1996 - June 30, 2002).

**RE: ADVERTISING PROJECT CO-ORDINATORS**

Article 6 of the collective agreement includes the minimum weekly salaries proposed by the Employer for the new classification of Advertising Project Co-ordinator.

In accordance with Article 506 of this Schedule to the collective agreement, the Union and the Employer will continue to discuss the appropriate classification and minimum salaries for this job. It is agreed that the matter may be referred to arbitration if necessary.

The Employer will pay to employees in this classification no less than the minimum weekly salaries for this classification contained in Article 6 of the collective agreement until the matter is resolved by the parties.

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