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# REUTERS

# **COLLECTIVE AGREEMENT**

# **BETWEEN**

REUTERS INFORMATION SERVICES (CANADA) LIMITED

**AND** 

CANADIAN MEDIA GUILD

(Date April 1, 1995 to December 31,1998)

04051(05)

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REUTERS INFORMATION SERVICES (CANADA) LIMITED

AND

CANADIAN MEDIA GUILD

(Date April 1, 1995 to December 31,1998)

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## **COVERAGE**

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

# **GUILD MEMBERSHIP**

- 2.01 Employees, at any time, have the right to become members of the Guild.
- 2.02 There shall be no interference or attempt to interfere with the operation of the Guild.

## UNION SECURITY AND DUES DEDUCTION

- 3.01 Reuters shall deduct weekly or bi-weekly from the earnings of each employee whose position is covered by this agreement all Guild membership dues as defined by the Canada Labour Code. Such dues shall be deducted from the employee's earnings in accordance with the Guild's schedule furnished Reuters by the Guild and shall be paid to the Guild not later than the 10th day of the following month. Such schedule may be amended by the Guild at any time.
- 3.02 Reuters shall forward to the Guild along with such membership dues, a monthly statement showing the names of all those in respect of whom deductions have been made and the amounts deducted.
- 3.03 Reuters shall include on the employee's T-4 Slip each year the total amount of dues deducted and remitted to the Guild pursuant to this Article.

#### MANAGEMENT RIGHTS

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

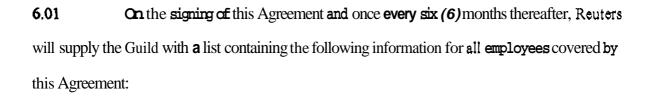
#### HIRING

- **5.01** Reuters shall continue its policy to hire employees without regard to age, sex, race, creed, colour, national origin or marital status.
- 5.02 (a) Subject to clauses (b) and (c) below, there will be a six-month probationary period for all new permanent and full-time employees. Reuters will notify all probationary employees in writing of their successful completion, or otherwise of their probationary period. Reuters shall make reasonable efforts to make its determination with respect to whether or not a probationary employee will be retained after four months. Reuters shall have the right to discharge any probationary employee for any reason related to performance, conduct, suitability and availability of work as determined by Reuters.
- (b) If **a** part-time or temporary employee is taken on as **a** fill-time employee in the same position **as** the employee worked **as a** part-time or temporary employee, the period of time worked as **a** part-time or temporary employee shall be deducted from the probationary period.
- (c) If a part-time or temporary employee is taken on by Reuters as a full-time employee in a position different than the position worked in as a part-time or temporary employee, the period of time worked as a part-time or temporary employee shall be deducted from the probationary period up to the maximum of three (3) months.

5.03 Reuters agrees not to have or enter into any Agreement with any other employer, binding such other employer not to offer or give employment to the employees of Reuters.

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

## **INFORMATION**



- (a) Name, address, date of birth and Social Insurance number;
- **(b) Date** of employment;
- (c) Classification and status in the bargaining unit; and
- (d) Salary under Articles 8.01  $\propto$  8.02.
- Reuters will notify the Guild in writing of the information in Article 6.01 on all employees covered by this Agreement, within two (2) weeks of initial employment.
- 6.03 Reuters will notify the Guild in writing of resignations, retirements, deaths and changes in status, within ninety (90) days of their occurrence of employees covered by this Agreement.

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

#### PART-TIME AND TEMPORARY EMPLOYEES

- For the purpose of **this** Agreement, **a** part-time employee shall **mean** one who works regularly less than twenty-six (26) hours a week. A part-time employee shall be paid on an hourly basis at least equivalent to the hourly rate for the minimum weekly salary provided for the employee's classification and experience. Articles **9** (except **9.02**), **12**, **13**, **14**, **15.13**, **16**, **17** and **19** of this Agreement shall not apply to part-time employees. However, **a** part-time employee who regularly works in excess of twenty hours per week and has **seven a** three (3) month waiting period shall be entitled to health insurance under Article **12.02** (except LTD coverage), and life insurance under Article **12.03**.
- 7.02 (a) A "temporary employee" shall mean one who is employed on a fill-time basis as provided for in clauses (b), (c) and (d) below. Articles 12, 13, 14.01, 14.04, 14.08, 15.13, 16 and 17 of this Agreement shall not apply to temporary employees. A temporary employee shall be paid not less than the minimum weekly wage provided for in this Agreement.
- (b) Reuters shall have the right to employ temporary employees for a period of time not to exceed six (6) consecutive months.
- (c) Notwithstanding clause (b) above, Reuters shall have the right to employ temporary employees for longer than six (6) months when a temporary employee is replacing a

full-time employee **who** is absent on maternity, parental or sick leave or **who has** been assigned to **a** special project.

- (d) Notwithstanding clause (b) above, but subject to prior consultation with and agreement by the Guild which will not be unreasonably withheld, Reuters shall have the right to hire a temporary employee for up to twelve (12) months who is to work on a special project that is expected to last longer than six (6) months or to replace a regular employee who is being assigned to such a special project. Where there is such a special project, Reuters shall make reasonable efforts to identify a regular III-time employee qualified to carry out such a special project.
- 7.03 Part-time and temporary employees shall not be hired for the purpose of eliminating employees. Part-time and temporary employees shall have full recourse to the grievance procedure,

- **7.04** Reuters shall have the right to discharge any temporary or part-time employee for any reason, provided that such reason is non-discriminatory and legal. If an employee is discharged, Article 7.05 shall apply.
- **7.05** At the time of **hiring**, each temporary employee shall be given notice of duration of employment, including an expected termination date; this shall constitute proper notice, unless the termination date is advanced, in which **case**, **the** following shall apply:
  - at least one (1) working day notice or pay in lieu of notice shall be given to temporary employees engaged for one (1) consecutive month or less before they are released by Reuters;
  - at least three (3) working days' notice or pay in lieu of notice shall be given to temporary employees engaged for **two (2)** consecutive weeks or more but for less than three (3) consecutive months before they are released by Reuters;
  - at least ten (10) working days' notice or pay in lieu of notice shall be given to temporary employees engaged for more than three (3) consecutive months before they are released by Reuters.
- 7.06 (a) It is recognized that Reuters occasionally uses employment agency personnel. On each occasion that an agency employee is used by Reuters, Reuters shall:

- (i) **notify the Guild of** the name of the agency employee being hired;
- (ii) name the bargaining unit employee that the agency employee is replacing, if applicable; and
- (iii) give the reason why the agency employee is being engaged within five (5) working days of the agency employee being engaged.
- (b) Reuters shall ensure that the agency employee shall be paid the appropriate rate, including experience credit, for the appropriate classification as set out in the Collective Bargaining Agreement between the parties. The Guild shall be notified of the actual salary paid to every agency employee used; and
- (c) Reuters shall remit the appropriate amount of union dues that would have otherwise been paid by such agency employee, had they been part of the bargaining unit, to the Guild.

ARTICLE 8
GENERAL WAGE PROVISIONS

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

	2.5% Effective 1 April 1995	2.5% Effective 1 April 1996	3.0% Effective 1 April 1997	3.0% Effective 1 April 1998
Group I - Junior Clerk Flat	446.39	457.55	471.28	485.42
Group 4 - News Assistant				
Start	527.55	540.74	556,96	573,67
After 1 Year	562.33	576.39	593.68	611.49
After 2 Years	614.51	629.87	648.77	668.23
Group 5 • Senior Clerk				
Start	498.57	511.03	526.36	542.15
After 1 Year	533.35	546.68	563.08	579.97
After 2 Years	573.93	588.28	605.93	624.11
After 3 Years	614.51	629.87	648.77	668,23
Group 7 - Secretary				
start	568.14	582.34	599.81	617.80
After 1 Year	597.11	612.04	630,40	649.31
After 2 Years	626,10	641.75	661.00	680.83
After 3 Years	660,89	677,41	697.73	718.66
Group 8 - Senior Secretary				
Flat	713,06	730.89	752.82	775.40
Group 11 - Accounting/Administrative Clerk - Installation Coordinator				
Start	591.32	606.10	624.28	643.01
After 1 Year	614.51	629.87	648.77	668,23
After 2 Years	643,50	659,59	679.38	699.76
After 3 Years	672.48	689.29	709.97	731.27

	Apr. 1/95	Apr. 1/96	Apr. 1/97	Apr. 1/98
Group 11A - Client	•	-	•	•
support				
Clerk/Communications				
Coordinator	C 40 TO	650.50	<b>(50.00</b>	600 FG
Start	643.50	659.59	679.38	699.76
After 1 Year	672.48	689.29	709.97	731.27
After 2 Years	701.46	719.00	740.57	762.79
After 3 Years	736.25	754.66	777.30	800.62
Group 12 - Senior				
Accounting/Administrative				
Clerk				
Senior Coordinator				
Flat	736.25	754.66	777.30	800.62
Group 12a - Senior Client				
Support Clerk - Senior				
Communications Coordinator				
Flat	782.63	802.20	826.27	851.06
Group 13 - Shipper/Receiver				
Start	481.18	493.21	508.01	523.25
After 1 Year	539.14	552.62	569.20	586.28
After 2 Years	602.92	617.99	636.53	655.63
After 3 Years	660.89	677.41	697.73	718.68
Group 14 - Inventory Control				
Cledk.				
Start	701.41	718.95	740.52	762.74
After 1 Year	785.57	805.21	829.37	854.25
After 2 Years	878.99	900.96	927.99	955.83
After 3 Years	912.78	935.60	963.67	992.58
Group 15 - Accountant				
Start	807.69	827.88	852.72	878.30
After 1 Year	865.99	887.64	914.27	941.70
After 2 <i>Years</i>	924.04	947.14	975.55	1,004.82
After 3 Years	951.76	975.55	1,004.82	1,034.97

C 14 T 1 ' '	Apr. 1/95	<b>Apr.</b> 1/96	<b>Apr.</b> 1/97	<b>Apr.</b> 1/98
Group 16 - Technician Start	620,31	635.82	654.89	674.54
After 1 <b>Year</b>	695.67	713.06	734,45	756.48
After 2 Years	782,63	802,20	826.27	851.06
After 3 Years	875,38	897.26	924.18	951,91
After 4 Years	939,16	962,64	991.52	1,021.27
After 5 Years	1,008.72	1033,94	1,064.96	1,096.91
Group 17 - Senior Technician				
Flat	1,060.00	1,086.50	1,119.10	1,152.67
Group 18 - Leed Technician				
Flat	1,100.00	1,127.50	1,161.33	1,196.17
Group 19 <b>-</b>				
Reporter/Deskperson/				
Photographer				
start	704.31	721.92	743,58	765,89
After 1 Year	779.97	799.47	823.45	848.15
Mer 2 Years	881.65	903.69	930,80	958.72
After 3 Years	980.74	1,005.26	1,035.42	1,066.48
After 4 Years	1,047.60	1,073,79	1,106.00	1,139.18
After 5 Years	1,143.34	1,171.92	1,207.08	1,243.29
Group 20 - Senior				
Reporter/Deskperson/				
Photographer	1 010 22	1 240 91	1 207 20	1 225 02
Flat	1,219.33	1,249.81	1,287.30	1,325.92

- 8.02 (a) Experience Definition In the application of the schedule of minimums in Article 8.01 experience rating shall include all employment in comparable work. Reuters maintains the right to pay above such minimum rates.
- (b) These the Guild notifies Reuters of a disagreement with the hiring within thirty (30) days following the completion of the probationary period, the hiring rate set by Reuters need not be altered.

- (c) A meeting between the parties shall be held within ten (10) working days of the receipt of the notice of disagreement.
- (d) If as a result of such meeting, the parties are not able to agree on a rate, the matter shall then be referred to the President of Reuters who shall make a determination within five (5) working days.
- (e) If all the above procedures fail to result in a mutually agreeable rate, then the matter may be referred by the Guild to final and binding arbitration. The arbitrator may alter the amounts of the fill or partial experience credit, if any, given by Reuters for comparable work.
- 8.03 Salaries Above Minimum Reuters will continue its present policy of granting discretionary increases or advancing experiencelevels based on individual merit and performance. Such merit increases are in addition to the minimum weekly salaries in Article 8.01 of this Article. Merit increases and differentials above the minimum weekly salaries will not be permitted to be carried over into another job or classification without the written approval of Reuters.
- 8.04 There will be no reduction in weekly salaries of employees without the mutual consent of Reuters and the Guild, except as expressly provided for in this Agreement.
- An employee temporarily assigned to perform work in a higher classification shall receive a flat amount of \$15.00 per shift in addition to regular *salary*.

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

#### HOURS AND OVERTIME

- 9.01 The normal work week for each employee will be thirty-five (35) hours during a period of seven (7) days commencing Monday at 12:01 a.m., and the normal work day will be seven consecutive hours exclusive of a meal period not to exceed one (1) hour.
- The overtime premium will be one and one-half (1 1/2) times an employee's basic salary or compensating time of one and one-half (1 1/2) off at basic salary at the option of the employee, for time worked by him in excess of thirty five (35) hours in a work week, or seven (7) hours in a work day. Any such time off will be taken at a time mutually agreeable between the employee and Reuters and shall be limited to ten (10) days in a calendar year. An employee may take up to an additional five (5) days off lieu of overtime (per calendar year) upon approval from his Supervisor. Notwithstanding the above, all overtime worked in excess of eleven (11) hours on a work day shall be compensated and one-half (1/2) times the basic rate in addition to regular salary and premiums.
- 9.03 Reuters shall post work schedules two (2) weeks in advance of the week for which they apply. Reuters may, from time to time, change such schedules as a result of unforeseen circumstances which includes unforeseen illness of an employee, an unexpected development requiring extraordinary news coverage, and similar unforeseen circumstances.

- **9.04** Reuters will use its best endeavours to schedule consecutive days off while taking into consideration the requirements of efficiency of operations and the wishes of the employees concerned.
- Notwithstanding the foregoing, the hours of work per week and per day for staff on out-of-town assignment will average thirty-five (35) hours per week and shall be set by their immediate supervisor in consultation with them, however it is expected that, wherever possible, whenever a shift is started it shall be continued for the full shift. In arranging such hours of work, the supervisor shall take into consideration the nature of the work required and it is recognized that this may cause the hours of work for such employees to vary on both a daily and weekly basis. Authorized hours worked by any such employee outside the arrangement between him and his immediate supervisor shall be compensated at the overtime premium.
- 9.06 An employee who is required to work on a scheduled day off shall be paid a minimum of four (4) hours at one and one half (1 1/2) times his basic shift salary for that day and if an employee is required to work a second scheduled day off in a week, he shall be paid a minimum of four (4) hours at two (2) times his basic shift salary for that day, except in cases where the employee is on an out-of-town assignment or where alternative arrangements have been made between him and his immediate supervisor.
- **9.07 An** employee who is required to report for work prior to his scheduled work day shall receive a minimum of two **(2)** hours pay at the appropriate premium rate. **An** employee who is required to return **to** work after his scheduled work day shall receive a minimum of three **(3)**

hours' pay at the appropriate premium rate. All payments under this section are in addition to an employee's regular salary.

- **9.08** All overtime worked must be approved by Reuters. There shall be no duplication or pyramiding of overtime premiums or any other premiums under this Agreement.
- 9.09 No employee shall be scheduled **to** start a shift less **than** twelve (12) hours **after** the end of his preceding shift.
- 9.10 Reuters shall keep a record of all overtime and premium pay for a period of one(1) year. Upon request, the Guild shall be furnished a copy of such overtime and premium pay records.

## PAID HOLIDAYS

10.01 The following eleven (1 1) paid holidays shall be granted to all employees with full pay, except as hereinafter provided:

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

**An** employee regularly employed in the Province of Quebec shall receive St. Jean Baptiste Day in place of Civic Holiday as a paid holiday. An employee will be entitled to a paid holiday for his birthday.

- **10.02 An** employee who is normally scheduled **to wark on a** paid holiday, but is not required to wark, will receive his regular weekly salary, including payments for the holiday at straight time, except for the following conditions:
- (a) he has been absent from work on either his last scheduled work day before or his first scheduled day after such holiday unless a sufficient reason for such absence is offered and deemed acceptable by Reuters;
- (b) he is on leave of absence without pay on the date of the holiday; or

- (c) an employee who has not worked in the thirty (30) day period immediately preceding a paid holiday will not be entitled to holiday pay.
- (d) For greater clarity, **an** employee is entitled to holiday pay for a holiday occurring during the first thirty (30) days of his employment or during the first thirty (30) days of a return to work following an authorized absence provided the employee does not fall within the exceptions set out in clauses 10.02(a) or (b).
- 10.03 If a paid holiday occurs during an employee's vacation, he shall receive an extra day of vacation at his basic salary, an extra day's pay or an extra day off at a mutually convenient time.
- 10.04 If a paid holiday occurs on an employee's day off and he qualifies for holiday pay, he shall receive his basic salary for that day.
- An employee required to work on a paid holiday shall be paid at the rate of double time (2x), with a minimum of seven (7) hours pay at the double time rate, in addition to regular salary.
- 10.06 The work week in which any of the holidays occur shall be reduced by one-fifth (1/5) of thirty-five (35) hours for such holiday for those employees not required to work on the holiday, and all work performed in excess of the work week thus reduced shall be paid at the

extra shift worked by an employee as a result of a regularly scheduled day off coinciding with a holiday, in addition to the weekly salary.

In addition to the eleven (11) paid holidays in this Article, Reuters will grant one
(1) additional personal day off each **year**, to be taken at a mutually convenient time. The
employee will notify Reuters at least three (3) weeks in advance in writing of the personal day he
wishes to take.

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

10.09 The provisions in this Article apply to full-time and temporary employees only.

Part-time employees shall be entitled to holiday pay in accordance with the provisions of the

Canada Labour Code.

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

#### VACATIONS

- 11.01 For the purpose of this Article, the vacation year shall be deemed to commence on January 1, in any year and end on December 31, in the same year. One week of vacation shall mean five (5) consecutive working days. Employees who will have completed specified periods of service by December 31 of each year, shall receive an annual vacation with pay on the following basis:
- (a) An employee with less than one (1) year of service shall be granted one and one-quarter (1 1/4) days for each completed month of service, An employee must work a minimum of ten (10) working days in a calendar month in order to be entitled to full credits for that month.
- **(b)** After one (1) year of service three (3) weeks annually.
- (c) After five (5) years of service four (4) weeks annually.
- (d) After eleven (1 1) years of service five (5) weeks annually,
- Vacations shall be arranged according to seniority with vacations to be taken, operational requirements permitting, at any time chosen by the employee subject to the approval by Reuters. The vacation period, so far as possible, shall be between May 15 and September 30. It is the policy of Reuters for employees to take their full vacation entitlement in the year in which

it is accrued, however, employees **may** carry over their vacation into **a** subsequent year with the advance approval in writing **by** Reuters.

- 11.03 Employees leaving the service of Reuters shall receive annual vacation due them on a pro rata basis, from the preceding January 1 to the date of termination, as well as any portion of authorized accrued vacation not taken from another year.
- Should Reuters grant an employee his vacation entitlement in advance of having fulfilled the service requirement, and should the employee leave the service of Reuters, that portion taken and not earned will be deducted from the employee's final separation payments.
- 11.05 Upon termination of employment, or death, any portion of an employee's vacation entitlement not taken during the year in which such termination or death occurs, as well as any vacation accrued from another year, shall be paid.

#### **STAFF BENEFITS**

- 12.01 Sick Leave Reuters shall continue its present policy on sick leave. In case of illness of an employee, a responsible authorized representative of the employee shall notify his/her supervisor at the time the employee is unable to report for work,
- Reuters shall provide and pay the full cost of the required premiums for employees eligible for coverage under provincial government hospital and medical insurance plans existing in the province in which the employee is working and for Company benefits coverage. Reuters shall maintain all benefits and benefit plans presently in place (Life Insurance, AD&D, LTD, Pay Direct Drug, Medi-Pack Benefit, Dental Benefits, EAP, Health Club Membership) during the term of the Agreement subject to Reuters' right to change carriers provided there is no loss in coverage.
- 12.03 Reuters shall continue to provide and pay the full cost of Group Life Insurance

  Plan, as established, for each full-time employee covered by the Agreement, at a coverage amount

  of triple an employee's total regular annual salary paid by Reuters.
- 12.04 In the event an employee is injured or killed **while** on **an** assignment to **a** war, insurrection, hostility, riot or civil commotion, the employee shall receive payment under Reuters

Limited's United Kingdom personal accident insurance policy. Such payment will be subject to any applicable taxes and will be offset by benefits payable to the employee under the Group Life Insurance Plan noted in Article 12.03 above.

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

# RETIREMENT

- 13.01 An employee who reaches the normal retirement age of 65 may be retired at the discretion of Reuters.
- 13.02 An employee who joins Reuters Limited Canadian Employees' Pension Plan (the "Plan") shall receive a statement on or about September 1 of each year for the preceding calendar year of his holdings in the Plan.
- 13.03 An employee who opts not to join the Plan will sign a statement to that effect but may opt to join the Plan at a future date. However, on joining the Plan, an employee must remain a member of the Plan for the duration of his employment with Reuters.

#### LEAVES OF ABSENCE

- 14.01 Upon request, Reuters shall grant employees leaves of absence without pay for good and sufficient cause provided it does not unreasonably interfere with the operation of Reuters.
- any organization with which The Newspaper Guild is affiliated, such employee, upon request, shall be given a leave of absence without pay for a period mutually agreed to by both parties.

  Such agreement will not be unreasonably withheld. The period of leave may be extended at Reuters' discretion. Such employees granted leave under this section shall be reinstated in the same position or one comparable upon expiration of such leave. No more than one employee at any one time may be on leave under this section.
- Leaves of absence without pay, upon request, shall be granted to employees elected or appointed delegates to conventions of the Newspaper Guild, CLC, AFL CID or any organization with which The Newspaper Guild is affiliated and to delegates to special meetings called by The Newspaper Guild, or any meeting called by the governing body of the Guild or branch thereof No more than one employee will be granted such leave at any given time. The total amount of leave granted under this section may not exceed forty (40) days in any calendar year. Notwithstanding the above, the number of employees and the total number of days leave may be extended by mutual agreement between the parties.

14.04 Maternity, Paternity, Childcare Leave

Maternity Leave - for a period of seventeen (17) weeks shall be granted upon request, with pay for at least eight (8) weeks. (b) Paternity Leave - for up to give (5) days shall be granted upon request, with pay for at least three (3) days. (c) Childcare Leave - in addition to the above, a further period of leave up to twenty-four (24) weeks shall be granted to natural or adoptive parents of either sex who have or will have custody of a child.

It is understood that the provisions of Article 7.02 are extended to forty-one **(41)** weeks for the purpose of this Article 14.04.

- 14.05 Compassionate Leave of five (5) days with pay shall be granted to employees in the event of death in the immediate family. The definition of immediate family is generally defined as spouse, parents, children, siblings, mother-in-law, father-in-law, grandchildren, grandparents, or legal dependents residing in the employee's household.
- 14.06 Leaves provided for in this Article shall not constitute breaks in continuity of service in the computation of severance pay, vacations and any other benefits under this Agreement, except that leaves under Articles 14.01 and 14.02 of this article may be deducted in computing severance pay.

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

14.08 (a) Military Leave • Reuters will comply with the Canada Labour Code, in respect to military leave. (b) An employee promoted to take the place of one entering such service may, upon the resumption of employment by such employee, be returned to his previous position and salary but at not less than the current minimum for that position. An employee so promoted, and while such promotion is temporary, shall continue to accumulate experience credit in the classification from which he was promoted. (c) An employee hired as a replacement for one entering such service shall be covered by all the provisions of this Agreement, except by this military clause and except that such employee, on entering such service, shall be construed to be a dismissed employee and shall be given accumulated severance pay and pro rated vacation pay.

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

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

## **GRIEVANCEAND ARBITRATION**

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

#### STEP ONE

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

as he consider necessary and will give the grievor his decision in writing within ten (10) days following the meeting, with a copy to the Guild representative.

#### STEP TWO

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

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

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

- 15.05 Reuters and the Guild shall each pay one-half (1/2) the remuneration and expenses of the arbitrator. Neither party shall be obligated to pay any part of the cost of any stenographic transcript of an arbitration hearing without its express consent.
- It is agreed that the time limits set out with respect to grievances and arbitrations in this Article shall serve as a guideline for the parties. Failure to comply with these guidelines shall not constitute a time-bar. The arbitration shall, however, fashion any monetary or other reliefgiving due consideration to any prejudice resulting from unreasonable delay by either party. The time limits imposed upon either party at any step in the grievance procedure may be extended by mutual agreement, A request for extension of the time limit made prior to the expiry of such time limit shall not be unreasonably denied.
- 15.07 Where no reply is given to a grievance within the time limits specified, the grievor, the Guild or Reuters, as the case may be, shall be entitled to submit the grievance to the next step in the grievance procedure.
- **15.08** Where the arbitrator determines that **a** disciplinary penalty or discharge is excessive, the arbitrator **may** substitute such other penalty for the discipline or discharge as the arbitrator **considers** just **and** reasonable in all circumstances.
- 15.09 Reuters Grievance Reuters shall have the right to file a grievance with respect to the interpretation, application, administration or alleged contravention of the Agreement. Such grievance shall be presented in writing signed by the Manager for Canada or his designate, to the

Guild within ten (10) days following the occurrence or origination of the circumstances giving rise to the grievance. Failing settlement at a meeting held with the Guild Grievance Committee within thirty (30) days of the presentation of the grievance, the Guild shall give Reuters its written reply to the grievance in ten (10) days following the meeting, Failing settlement, such grievance may be referred to arbitration within ten (10) days of the date Reuters received the Guild's reply,

- Guild Grievance The Guild shall have the right to file a grievance on a difference directly with Reuters arising out of the Agreement concerning the interpretation, application, administration or alleged contravention of the Agreement. Such grievance shall be submitted in writing to the Marager for Canada or his designate within ten (10) days following the occurrence of the circumstances giving rise to the grievance. Failing settlement at a meeting held with the Guild Grievance Committee within thirty (30) days of the presentation of the grievance, Reuters shall give the Guild its written reply to the grievance in ten (10) days following the meeting. Failing settlement, such grievance may be referred to arbitration within ten (10) days of the date the Guild received Reuters' reply,
- 15.11 Group Grievance If two (2) or more employees have the same individual grievance arising out of the same circumstances and based on the same incident, such grievances may be combined and treated as a group grievance. The Guild shall have the right to file a group grievance on behalf o the affected individual employees and the regular grievance procedure shall be followed.

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

# 15.13 Discipline and Discharge •

- (a) An employee summoned by the Company to a meeting whose purpose is to impose discipline will be advised in advance of the purpose of the meeting and of the right to have a Guild steward or other Reuter-employed Guild representative present at the meeting. Failure to notify an employee of his rights, while not rendering the discipline invalid, shall constitute a violation of the collective agreement. Under such circumstances, the Guild may request a review of the discipline with the appropriate Manager(s) and the Director of Human Resources prior to proceeding with a grievance.
- The Company shall not rely upon prior written warnings or records of discipline in any employee's file to support further discipline or discharge where the employee has not been disciplined during a period of twenty-four (24) consecutive months following the last written warnings or disciplinary action. Further such warnings or records of discipline will be removed from the employee's file.
- (c) The Guild and the employee affected shall be notified in writing of the facts leading to the discharge of such employee. Any discharged employee who alleges that his discharge was

without just cause shall file a grievance following the procedure outlined in this Article provided that such grievance is filed within fifteen (15) days of discharge and not otherwise,

#### DISMISSAL AND SEVERANCE PAY

- Upon termination of employment, except voluntary resignation, permanent disability or death, retirement or dismissal for gross insubordination, gross neglect of duty, wilful misconduct or technological change, an employee, whose probationary period has been completed, shall receive severance pay in a lump sum equal to one (1) week's salary for each six (6) months of continuous service or major fraction thereof with Reuters, with a minimum of four (4) weeks up to a maximum of fifty-two (52) weeks. Notwithstanding the above, an employee with fifteen (15) or more years service shall receive an additional five (5) weeks' salary as severance pay. Such severance pay shall be paid on a lump sum basis and in the event the individual is recalled to work before the expiry of the number of weeks paid for, the unearned severance pay shall be refunded to Reuters. Reasonable terms shall be arranged if required by the employee.
- An individual who is rehired after having received some or all of the severance pay he was entitled to, shall, if he becomes entitled to severance pay again, have deducted from his continuous service six (6) months for each week of severance pay previously paid to him less any amounts refunded. This adjustment in continuous service shall be made only for the purpose of calculating his entitlement to severance pay.
- 16.03 For the purposes of this Agreement "continuous service" shall mean the length of unbroken service with Reuters since the last date of hire, less the following:

- (a) any leave of absence in excess of one (1) month except in the case of sick leave of absence or maternity leave of absence granted under this Agreement; and (b) any period of lay-off.
- 16.04 There shall be no duplication or pyramiding of severance pay, dismissal pay or termination pay under the provisions of the Canada Labour Code. If termination pay is required to be paid under the Canada Labour Code, the amount of severance pay or dismissal pay payable under this article shall be reduced by the amount of such termination pay.

#### REDUCTION OF **STAFF**

- 17.01 (a) Economic lay-offs shall be made at the discretion of Reuters, when efficient operation of Reuters would otherwise be impaired. In such Circumstances, Reuters will notify the Guild at least three (3) months before such lay-offs take effect specifying the job classifications, number of employees and reason for the lay-offs.
- (b) Seniority shall be the prima consideration in determining which employees will be dismissed to reduce staff. In making the determination that an employee will be laid **aff out** of seniority **ranking**, it will not be on the basis of salary. Reduction of staff under this Article will be in the inverse order of their seniority ranking with Reuters except in cases where Reuters determines that the qualifications, knowledge, training, skill and ability of the individuals to fill the requirements of the job available require otherwise.
- Article, at the request of such employee, to replace an employee in a lower classification in which he has worked and for which he is qualified. This shall apply when the employee to be replaced, who shall be the one with the least seniority in that classification, has less seniority than the employee to be transferred.

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

(g) An employee who is recalled to work under this Article after having received the severance pay to which he was entitled, shall, if he becomes entitled to severance pay again, have

deducted from his continuous service six (6) months for each week of severance pay previously paid to him. The adjustment in continuous service shall be made only for the purpose of calculating his entitlement to severance pay.

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

#### TECHNOLOGICAL CHANGE

- 17.03 (a) Reuters will provide three (3) months' notice to the Guild prior to the introduction of new processes and equipment, when such introduction would result in reduction of staff (other than employees who have not completed their probationary period at the time the notice is given). Reuters agrees to effect, by attrition wherever possible, any reduction of staff (other than probationary employees) resulting from the introduction of new processes or equipment. Reuters will use its best endeavours to re-train employees for redeployment. Such re-training will be at the time and expense of Reuters. There will be no reduction in salary for employees redeployed due to the introduction of new processes or equipment. Reuters will notify the Guild of any new job classifications that are created as a result of the introduction of new processes or equipment.
- A full-time employee who has been laid off as a result of the introduction of such change shall be entitled to severance pay, in lieu of severance pay under Article 16 of this Agreement and the Canada Labour Code, as follows:

- (i) less than **five** (5) years continuous service a lump sum payment equal to five (5) weeks' salary plus two (2) weeks' salary per year of continuous service;
- (ii) five (5) to nine (9) years of continuous service a lump sum payment equal to ten
  (10) weeks' salary plus three (3) weeks' salary per year of continuous service; or;
- (iii) ten (10) or more years of continuous service a lump sum payment equal to fifteen(15) weeks' salary plus three (3) weeks' salary per year of continuous service to a maximum of twenty (20) years of continuous service.
- (c) A full-time employee with more than five (5) years of seniority may, in the event of the introduction of such change, elect to be laid off in the place of an employee who has less seniority than he. In that case, the maximum amount of severance pay payable under (b) above will be thirty-six (36) weeks.
- (d) No severance pay shall be payable under this Article if abolition of a position can be accomplished through resignation (except under (c) above), retirement, permanent disability or death of a regular member of the staff.

# **EXPENSES AND EQUIPMENT**

- 18.01 Necessary working equipment shall be provided to employees and paid for by

  Reuters, and Reuters shall ensure that its premises are in conformity with applicable health and
  safety laws and regulations.
- 18.02 Reuters shall pay all authorized expenses incurred by the employee in the service of Reuters, if supported by vouchers or receipted bills, when normally obtained.
- When an employee, with the knowledge and consent of Reuters, uses an automobile in the service of Reuters, the employee shall be compensated at the rate of fifty cents (\$.50) per mile. The Agreement shall also reflect this mileage allowance expressed in cents per kilometre. The employee mest submit proof of all mileage claimed, and Reuters reserves the right to satisfy itself that such mileage figures are accurate.

# TRANSFERS AND PROMOTIONS

- 19.01 Reuters shall not permanently transfer an employee to another office in the same city, or to another city or to another country against the employee's wishes without good and sufficientreasons. No employee shall be transferred without payment of all authorized expenses for the employee's transfer and removal including family and effects. There shall be no reduction in salary or impairment of other benefits as a result of such transfer. An employee who is subject to a transfer has the right of appeal under the grievance procedure, should the employee feel the transfer is capricious or not for good reasons.
- (a) It is jointly agreed by both parties that foreign-based employees assigned to Canada will be exempt from the provision of this Article.
- (b) In cases where an employee is transferred for personal or compassionate reasons.

  Reuters may consider, but is not bound to pay all of the expenses incurred in connection therewith.
- 19.02 No employee shall be transferred by Reuters to another position or job classification without the employee's consent. There shall be no reduction in salary or impairment of benefits as a result of such transfer, not shall any employee be penalized for refusing to accept such a transfer.

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

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

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

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

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

### **MISCELLANEOUS**

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

# 20,02 SUBCONTRACTING

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

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

Legal Counsel - An employee who, as a result of performing authorized work in the normal course of his duties, is sued, subpoenaed as a witness, or charged under any federal or provincial statute or municipal by-law, or by any legislative body, agency or commission, will, upon his request, be provided with legal counsel mutually agreeable to Reuters and paid for by Reuters. An employee so represented by counsel or another representative agreed upon by the parties shall not suffer any loss of pay or other benefits and shall further be made whole to the extent permitted by law against any fires or damages levied by any fird judgment or decision in

the action except to the extent that such employee has taken a course of action contrary to the advice of his Counsel.

Outside Activity • It is agreed by Reuters and the Guild that employees shall not:

(1) disclose **a** use in market trading or gambling any information gained in working for Reuters which would give them any advantage over the general public; (2) allow any investment they may hold to influence their work in the service of Reuters; (3) carry out any outside work in direct competition with Reuters; or (4) use the name of Reuters or their positions with Reuters or any material of Reuters for personal gain without written permission from Reuters.

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

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

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

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

- (a) prohibit:
  - (i) any remedial program required or permitted under applicable human rights, pay equity or employment equity legislation;
  - (ii) retirement at age 65 in accordance with Article 13.01 of this Agreement; or
- 20.10 Joint Relationship Committee The parties will establish a joint relationship committee consisting of three (3) employees appointed by the Guild and three (3) persons appointed by Reuters. There will be two (2) co-chairs: one appointed by the Guild and one appointed by Reuters. The joint relationship committee will be mandated by the parties to discuss matters of mutual concern such as occupational health and safety or training programs and, to promote dialogue, communication and problem solving between the parties. The functioning of the joint relationship committee shall not displace the grievance and arbitration procedure. The joint relationship committee shall meet quarterly or at other intervals as agreed by the parties.

### **HEALTH. SAFETY AND ENVIRONMENT**

- The Joint Relationship Committee shall be deemed to be the Health and Safety

  Committee for the purposes of this Agreement.
- 21.02 Reuters' policy is to maintains safe and health conditions for all employees at work, and will furnish staff with any special protective equipment, as required by law.
- 21.03 Employees **who** regularly work on VDT's, or similar equipment, shall **be** eligible **to** participate on **a** voluntary basis in an annual ophthalmological examination program **at** no **cost to** the employees. Such eye examinations shall be conducted **by** a medical doctor **who** is an expert in the field and will include testing procedures generally recommended for persons using VDT's or similar equipment. Reuters will select the doctor in consultation with the Guild. Corrective lenses **needed** specifically for VDT uses as recommended by the selected doctor shall **be** paid for by Reuters.
- Experience in the use of VDT's has shown that there are natural breaks in the work pattern that take employees away from the machines. It is presumed that pattern will continue. During such breaks, which shall be of reasonable frequency and duration, the employee shall perform non-VDT work.

# **DURATION AND RENEWAL**

22.01 This Agreement shall become effective on [^] April 1, 1995 and shall remain in effect [^] until December 31, 1998.

22.02 Either party may, during ninety (90) days prior to the expiry date of this

Agreement, given notice in writing to the other party of its desire to commence negotiating with a view to renewing this Agreement.

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

REUTERS INFORMATION SERVICES

(CANADA) ZIMITED [^)

[^] CANADIAN [^] MEDIA GUILD



April 1, 1995

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

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

Dear Kathy:

### Re: Technicians On Call

The parties agree that, effective the date of this letter and during the term of the Collective Agreement (April 1, 1995 to December 31, 1998), the following shall apply regarding the carrying of pagers or cellular telephones and employees "on call".

- Employees in the Technician classifications (Groups 16, 17 and 18) are expected to carry a pager or cellular telephone (as designated by the Company). For the purpose of clarity, employees not scheduled to be "on call" who carry pagers or cellular telephones shall not receive any additional remuneration for carrying a pager or cellular telephone.
- 2. In the absence of sufficient volunteers for an "on call" rotation as required by the Company, the Company shall have the right to establish "on call" assignments or rotation for Technicians for weekends and other periods outside the employee's regular scheduled hours of work.
  - (a) "On Call" means that an employee shall carry a pager or cellular telephone (as designated by the Company) and shall remain in a state of work readiness within a range of eighty-five (85) kilometers or one (1) hour's commuting distance from his/her normal place of work except where alternative arrangements are agreed to prior to the initiation of an "on call" period by the employee's supervisor.
  - (b) Employees "on call" shall respond to all "pages" and shall perform any work required as a consequence of the page.

- Technicians designated by the Company as "on call" shall be paid one (1) hour's salary at the base rate for each full eight (8) hours of on-call duty.
- (d) If an employee "on call" is required to perform work which requires more than fifteen (15) minutes of the employee's time, such an employee shall be compensated as follows:
  - (i) For "on call" work performed off hours on a regularly scheduled day: the greater of the time actually worked or three (3) hours pay, in both cases such pay shall be at the rate of one and one half (1 1/2) times the base rate.
  - (ii) For "on call" work performed on a regularly scheduled day off, the greater of the time actually worked or four (4) hours pay, in both cases such pay shall be at the rate of one and one half (1 1/2) times the base rate for work performed on the first day off or at the rate of two (2) times the base rate for work performed on the second day off provided such an employee performed compensable work on the first day off.

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

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

Yours truly,

For Reuters

**ACCEPTED AND AGREED BY:** 

For the Guild



April 1, 1995

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

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

Dear Kathy:

#### Re: Journalists On Call

The parties **agree** that, effective the date of this letter and during the term of the Collective Agreement (April 1, 1995 to December 31, 1998), the following shall apply regarding the carrying of pagers or cellular telephones and employees "on call":

- 1. Employees in the Journalist classifications (Groups 19 and 20) are expected to carry a pager or cellular telephone (as designated by the Company). For the purpose of clarity, employees not scheduled to be "on call" who carry pagers or cellular telephones shall not receive any additional remuneration for carrying a pager or cellular telephone.
- 2. In the absence of sufficient volunteers for an "on call" rotation of duty as required by the Company, the Company shall have the right to establish "on call" assignments or a rotation of duty schedule for Journalists for weekends and other periods outside of the employee's regular scheduled hours of work.
- (a) "On Call" means that an employee shall carry a pager or cellular telephone (as designated by the Company) and shall remain in a state of work readiness within a range of eighty-five (85) kilometers or one (1) hour's commuting distance from his/her normal place of work except where alternative arrangements are agreed to prior to the initiation of an "on call" period by the employee's supervisor. While on call, employees in the journalist classifications will be required to monitor: television and radio news broadcasts; electronic mail; and news wires until the conclusion of the CBC evening news.
  - (b) Employees "on call" shall respond to all "pages" and shall perform any work required as a consequence of the page.

- (c) Employees designated by the Company as "on call" shall be paid two (2) hour's salary at the base rate for each full eight (8) hours of on-call duty.
- (d) If an employee "on call" is required to perform work which requires more than fifteen (15) minutes of the employee's time, such an employee shall be compensated as follows:
  - (i) For "on call" work performed off hours on a regularly scheduled day: the greater of the time actually worked or three (3) hours pay, in both cases such pay shall be at the rate of one and one half (1 1/2) times the base rate.
  - (ii) For "on call" work performed on a regularly scheduled day off, the greater of the time actually worked or four (4) hours pay, in both cases such pay shall be at the rate of one and one half (1 1/2) times the base rate for work performed on the first day off or at the rate of two (2) times the base rate for work performed on the second day off provided such an employee performed compensable work on the first day off.

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

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

Yours truly,

For Reuters

ACCEPTED AND AGREED BY

or the Guild



Caradian Media Guild, Attn: Kathy Viner, 144 Front Street West, Suite 300, TORONTO, Ontario, M5J 2L7 1 April, 1995.

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

**Dear** Kathy,

During the term of **the** Collective Agreement (April 1, 1995 to December 31,1998) made between Reuters Canada Division and the Caraclian Media Guild, it is understood that subcontracting activity outside the core areas of business in Toronto and Montreal shall be deemed **to** not have directly resulted **in** the lay-off of any employee in the core areas of business in Toronto and Montreal for the purposes of Article 20.02 of the Collective Agreement. The core areas of business in Toronto and Montreal are defined as follows:

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

Yours truly,

For Reuters

**ACCEPTED AND AGREED:** 

For the Guild



16 May 1996

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

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

Dear Kathy

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

During the term of the collective agreement (April 1, 1995 to December 31, 1998) made between Reuters Canada Division and the Canadian Media Guild, the parties agree that the following policy forms part of the policy referred to in Article 12.01:

**Principle:** 

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

### **Practice:**

- Where practical and reasonable, employees are expected to exhaust available time off entitlements such as TOIL, personal day, vacation days to deal with special circumstances. The Company and the Guild recognize that there may be situations where this is not possible (examples: pre-booked vacations and no other available time off; doctor's appointments which do not require a full day off work) or where employees have exhausted all time off entitlements. In such cases, employees may request paid special leave, All such requests will be made to the employee's supervisor and will be administered on a case by case basis.
- 2. Where special leave is granted, employee(s) and their supervisor(s) must agree on a plan to have such time-off made up during the employee's non-scheduled work hours without additional remuneration when there is a reasonable business

requirement to make up the time-off work. Employee(s) and supervisor(s) will work together to consistently meet the Principle of this policy.

- 3. All requests granted for special leave are without prejudice or precedent.
- 4. In the event **an** employee fails to meet his/her responsibility under this policy, this will be factored into the supervisor's decision making process for any future requests made by such an employee.

Sincerely,

For Reuters

AGREED AND ACCEPTED:

For the Guild

# **MEMORANDUM OF UNDERSTANDING**

BETWEEN:

# REUTERS INFORMATION SERVICES (CANADA) LIMITED

("Reuters Canada")

- and -

#### THE CANADIAN MEDIA GUILD

(the "Guild")

Reuters Canada and the Guild agree as follows:

- 1. This Memorandum of Understanding applies during the term of the collective agreement presently in force which was made effective for the period April 1, 1991 to March 31, 1995 and during the term of the collective agreement that is presently being negotiated.

  The term "collective agreement" used herein refers collectively to the current collective agreement and the agreement to be negotiated.
  - 2. Television work falls within the scope of the bargaining unit represented by the Guild under the collective agreement.
  - 3. Accordingly, if and when Reuters Canada becomes involved in the production of Reuters Television or Reuters Financial Television ("RFTV") within Canada, the

employees involved in carrying out such television work will be covered by the collective agreement unless otherwise excluded from its scope.

- It is further agreed that if Reuters Canada is to become involved in the production of Reuters Television or RFTV in Canada, it will advise the Guild and the parties agree to meet and bargain over the terms and conditions of employment that will apply to Reuters Canada's employees engaged in television work in Canada that will be incorporated into the collective agreement.
- Notwithstanding the terms of the collective agreement, Reuters Canada shall have the right to engage temporary contractors under individual contracts outside the terms of the collective agreement so that Reuters Television International Limited can fulfill its obligations under a contract made effective for the period August 1, 1995 to July 31, 1996 with the Canadian Broadcasting Corporation (the "CBC contract") with respect to the production of the Reuters Business Report.
- Reuters Business Report to the CBC after July 31, 1996 it will do so using employees

  covered under the collective agreement unless they are otherwise excluded from the terms of
  the collective agreement. By way of example, such an exclusior would be the News Editor.

The parties further agree to meet and bargain over any amendments to the collective agreement required to integrate these employees into the bargaining unit.

- With respect to the temporary contractors, they shall be covered by the following terms of the collective agreement: Article 1, 2, 3, 4, 5.01, 15 except clause 15.13, Article 21 except for clause 21.03, and Article 22. These articles are contained in the current collective agreement. They also shall be deemed to refer to the successor provisions in the collective agreement that is presently being negotiated.
- 8. With respect to the temporary contractors' access to article 15 of the collective agreement, it will only be with respect to the enforcement of their rights under the terms of the collective agreement. A temporary contractor will not be able to enforce his or her rights under his or her individual contract under article 15.
- During the period August 1, 1995 to July 31, 1996, Reuters Canada agrees not to use the segments produced under the CBC contract as part of its on line computer service, RFTV, without the prior consent of the Guild, which consent wilt not be unreasonably withheld.

With respect to the researcher-to be engaged under the terms of the CBC

contract, if Reuters Canada determines that it is feasible to use such-a researcher for more

work per week, it will post such position, and employees within the bargaining unit may apply for such position. The successful applicant will be fully covered by the terms of the collective agreement in accordance with its terms provided that in the ever that the CBC contract is not renewed, the successful applicant if he or she did not have seniority rights at the time of being offered the position, may be laid off with two weeks' notice or compensation in lieu thereof and no severance part or, alternatively, transferred to part-time employment status under the collective agreement.

There will be no grievances relating to the production of the Reuters Business

Report prior to the date of this Memorandum of Understanding.

DATED at Toronto, this 22 day of September, 1995.

Reuters Information Services

The Canadian Media Guild



1 April 1995

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

Reuters Information Services (Canada) Limited 121 KingSt West Suite2000 Toronto Canada M5H 3T9 Tel (416) 941-8000

Dear Kathy,

The parties agree that during the term of the Collective Agreement (April 1, 1995 to December 31, 1998), that, notwithstanding any Article of the Collective Agreement to the contrary, Reuters shall have the right to locate its Canadian customer service trouble report desk to the Customer Response Centre located in Chicago.

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

Yours truly,

For Reuters

ACCEPTED AND AGREED:

for the Guild



I April 1995

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

Reuters InformationServices (Canada) Limited 121 KingSt West Suite 2000 Toronto Canada M5H3T9 Tel (416)941-8000

# Dear Kathy,

In connection with the Collective Agreement (April 1, 1995 - December 31, 1998) made between Reuters Canada Division and the Canadian Media Guild, the parties agree that all provisions of the Pension Plan which are not modified through mutual agreement shall remain in effect unchanged.

Yours truly,

For Reulters

**ACCEPTED AND AGREED:** 

or the Guild



1 April 1995

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

Reuters information Services (Canada) Limited 121 KingSt West Suite 2000 Toronto Canada M5H 3T9 Tel (416) 941-8000

Dear Kathy,

between Reuters Canada Division and the Canadian Media Guild, the parties further agree that the classification of Inventory Control Clerk applies to the present incumbent only. Should the present incumbent leave the employ of the Company or move into another position with the Company (whether Guild-represented or excluded from Guild-representation) the classification of Inventory Control Clerk need not be continued.

Yours truly,

For Reuters

ACCEPTED AND AGREED:

For the Guild



1 April 1995

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

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

Dear Kathy,

The parties agree that for the duration of Mr. Alfie Scenna's tenure in the position of Supervisor, Human Resources Information Systems and Payroll, the position shall be considered part of the bargaining unit. In turn, the parties agree that the position shall become exempt from bargaining unit representation should Mr. Scenna vacate it.

**The** parties further agree that for the duration of Mr. Richard St. Lawrence's tenure in the **position** of Tax Accountant, the position shall be considered exempt from the bargaining unit. In turn, the parties agree that the position shall become part of the bargaining unit should Mr. St. Lawrence vacate it.

Yours truly,

For Reuters

**ACCEPTED AND AGREED:** 

or the Guild