

November 16, 2014-November 15, 2017

MEMORANDUM OF AGREEMENT

BETWEEN
MONTREAL GAZETTE,
A division of POSTMEDIA NETWORK INC.

AND

MONTREAL NEWSPAPER GUILD, CWA/SCA, LOCAL 30111 (CLC-AFL-CIO)

Business Office Unit

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1.01 This collective Agreement is made and entered into between the Montreal Gazette, a division of Postmedia Network Inc, through its authorized representatives, party of the first part, hereinafter called the Employer, and the Montreal Newspaper Guild, CWA/SCA Canada, Local 30111, (CLC, AFL-CIO), through a committee duly authorized to act on its behalf, party of the second part, hereinafter called the Guild, for itself and on behalf of all the employees of the Employer described in Article 2.

COVERAGE

2.01 This Agreement covers all employees in the Business Office who are employees within the meaning of the labour code and are defined by the certification issued by the Department of Labour and Manpower on December 16, 1992 (File# AM-1002-2878).

Should the Employer reinstate the switchboard functions, it is understood that the classification will be included in the Business Office Agreement.

JURISDICTION

3.01 The jurisdiction of the Guild is the kind of work either normally or at present performed by employees within the bargaining unit covered by this Agreement. It is agreed that, during the term of this Agreement, work now being performed by such employees will be assigned only to employees covered by this Agreement.

3.01.1 Without prejudice to Article 3.01 and because of the type of work that the bargaining unit performs both parties realize that there are times when management personnel may perform tasks that are done by employees covered by this Agreement.

However, the performance of such tasks by management personnel is an exception to the principle of Article 3 and does not constitute a transfer of jurisdiction from the Guild.

No such work will be allowed if it results in reduction of employment of employees within the bargaining unit.

3.01.2 Work resulting from the application of new technology, method or procedure introduced into the unit, which is an evolution of work normally or at present performed by employees in the unit shall be assigned to employees covered by this Agreement.

Should the application of technological change within the unit create a situation where it becomes necessary to add or remove work functions from the jurisdiction of the Guild as defined in Article 3 of this Agreement, both the Guild and the Employer agree to meet promptly and arrive at an agreement as to work functions that would be added or deleted from the jurisdiction of the Guild as defined in this Article.

3.02 The Employer will notify the Guild in writing at least three (3) months in advance of any contemplated technological change as defined above. The Employer agrees to meet with the Guild within ten (10) days of such notice to discuss the approach to training or any problems that might arise because of such change.

3.03 If the Employer creates a new department or newspaper division on existing Montreal Gazette premises as the result of a new publication or an afternoon, evening, or other edition of its current publication, the Montreal Newspaper Guild shall be assigned jurisdiction over the

normal and usual work of such new department or newspaper division if the kind of work performed in that new department or division is similar to the kind of work now performed by Guild members of the Business Office unit of the Montreal Gazette.

Employees in such new department or division shall be required to become and remain members of the Guild as a condition of employment providing such employees are not at present exempt from becoming Guild members.

GUILD SECURITY

4.01 The provisions for Guild security shall be as follows:

4.01.1 Employees covered by this Agreement who have become members of the Guild prior to the signing of this Agreement or were to have become members under provisions of the expiring Agreement shall remain members in good standing as a condition of employment.

4.01.2 New employees who are hired into or who are transferred into the bargaining unit shall, on the date of hire or transfer, become and remain members in good standing as a condition of employment.

4.01.3 The Guild will give the Employer two (2) weeks written notice in advance that an employee's Guild membership is to be suspended.

4.02 The Employer agrees to supply the Guild with the following information in writing on all new employees hired or for employees transferred into Guild jurisdiction or from one classification to another:

4.02.1 Name, address and gender

4.02.2 Date of hiring or transfer;

4.02.3 Classification and permanent changes in classification;

4.02.4 The salary group and applicable salary rate based on experience, as provided for in this Agreement.

4.03 The Employer will notify the Guild weekly in writing of any termination, resignation, retirement, death, leave of absence in excess of four (4) weeks or a new case of long term disability of employees covered by this Agreement.

The Guild shall also be notified of an employee's long term disability benefits being terminated.

GUILD BUSINESS

5.01 Meetings between the Employer, Guild representatives and employees involved in grievances shall be held on Company time.

5.01.1 Members elected or appointed to the executive committee of the Montreal Newspaper Guild shall be given time off without pay to attend regularly scheduled executive meetings. Time off without pay to attend to other Guild business shall be granted by the Employer.

Such time off must be requested at least five (5) days in advance unless circumstances make such notice impossible.

In all cases no more than one (1) member from the Business Office bargaining unit shall be absent at any time.

5.01.2 It is agreed that the provisions of this clause shall be applied in such a way that operations will not be unduly disrupted.

5.02 The Employer agrees to provide and maintain one (1) notice board in the Business Office for the Guild's exclusive use to be installed at a mutually agreed location.

5.03 A Guild member shall not be subject to discrimination or disciplinary action because of union membership. A Guild representative shall not be subject to discrimination or disciplinary action by the Employer for performing the duties required of him/her by the Montreal Newspaper Guild for carrying out any legitimate business of the Union that is not in violation of this Agreement.

5.04 The Employer shall recognize as a committee for the negotiation of a new collective agreement one (1) representatives, members of the Guild, whose names shall be provided to the Employer in writing prior to the commencement of negotiations.

The Guild may appoint a substitute representative to its committee if needed.

These representatives should they be employees of the Employer shall continue to receive their regular wages with the normal deductions and benefits from the Employer when they must be absent from work to participate in negotiation meetings as scheduled by the parties, or during conciliation. However, it is understood that such wages and any other contribution shall be reimbursed to the Employer by the Guild.

DUES DEDUCTION

In the event that the provisions of the Quebec Labour Code on dues deductions are repealed, Article 6 shall come into force.

6.01 Upon an employee's voluntary written assignment, the Employer shall deduct weekly from the earnings of such employees and pay to the Guild not later than the fifteenth of the month following all Guild membership dues. Such membership dues shall be deducted from the employee's earnings in accordance with the Guild's schedule of dues rates furnished to the Employer by the Guild from time to time. No such amendment shall take effect until notice thereof has been given in writing to the Employer by the Guild.

6.02 The dues deduction assignment shall be made upon the following form:

ASSIGNMENT

and

AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

I hereby assign to the Montreal Newspaper Guild, and authorize the Montreal Gazette, a division of Postmedia Network Inc., to deduct each week from any pay earned or to be earned by me as its employee, an amount equal to all my Guild membership dues, as certified by the Treasurer of the Montreal Newspaper Guild, CWA/SCA Canada Local 30111 for each calendar

month following the date of this assignment. I further authorize and request the Employer to remit the amount deducted to the Montreal Newspaper Guild not later than the fifteenth of the month following such deduction.

This assignment and authorization shall remain in effect until my employment is terminated or I am transferred out of the bargaining unit, whichever event occurs first.

Employee's Number
Employee's Signature
Department
Date

6.03 Once a year the Employer will supply the Guild with an audited document listing dues collected for the year and stating that the amounts are in accordance with the Guild's schedule of dues.

6.04 The Employer shall provide the Guild monthly with a statement of the amount of dues deducted and remitted to the Guild on behalf of each employee as soon as possible after the end of each month but no later than the tenth of the month following such deductions.

GRIEVANCE PROCEDURE

7.01 The Employer recognizes the Guild as the sole collective bargaining agency for the employees covered by this Agreement. The Guild shall designate a committee of not more than one (1) person of its own choosing to take up with the Employer, or its authorized representatives, any matter arising from the interpretation, application, operation or alleged violation of this Agreement.

7.02 Any grievance raised by the Guild shall first be initiated in the department concerned. All reasonable efforts shall be made to initiate grievances as soon as possible after the occurrence giving rise to the dispute or disagreement. A dispute not raised within six (6) months of its occurrence shall be deemed invalid.

7.03 Grievance meetings between the Employer and Guild representatives shall be on company time if at all possible. Efforts to adjust grievances shall be made in substantially the following manner:

7.03.1 In the event a dispute or disagreement is not resolved within the department concerned within seven (7) days of the time it is initiated, it shall be submitted in writing by the initiating party to the other party within seven (7) days.

7.03.2 Failing a satisfactory settlement within fourteen (14) days of the date the dispute or disagreement is submitted in writing, it shall be referred to a meeting of the Labour Relations Committee. If such Committee cannot reach an agreement on the dispute or disagreement within ten (10) days of such meeting, either party may then refer the dispute to arbitration.

7.03.3 If no written request for arbitration is received within ninety (90) days of the submission in writing of the dispute or disagreement, the grievance shall be deemed to have been settled.

7.03.4 In cases of dismissal, suspension or demotion an arbitrator shall be selected from a pre-agreed list.

7.03.5 In cases of dismissal or suspension, the Guild shall have the right to proceed directly to the selection of an Arbitrator in order to seek immediate arbitration. The Arbitrator in such cases shall be empowered to render a decision off the bench.

7.04 Any matter involving the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, may be submitted to final and binding arbitration.

7.05 In no event shall the arbitrator have the power to alter or amend this Agreement in any respect.

7.06 The conditions existing before the dispute or disagreement shall be maintained until the dispute or disagreement is settled when the immediate implementation of the cause of such a dispute or disagreement could result in a prejudice that is not susceptible or difficult to be compensated by an arbitrator's award for the employee(s) involved. In discharge cases, the employee involved shall not be reinstated until and unless his/her reinstatement is ordered by the decision provided for herein.

7.07 Each party shall pay one-half (1/2) the fees and expenses of the arbitrator or chairman of the Board of Arbitration. The Guild shall reimburse to the Employer wages and other contributions for lost time incurred by any Guild member(s) required by the Guild to be present at such arbitration. It is understood that each party shall defray the wages, fees and/or expenses of their respective representatives and witnesses not otherwise covered in the present paragraph. Neither party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

7.07.1 Should the company decide, after an arbitrator has been agreed to or appointed, to withdraw the grievance, the Company shall pay all such arbitrator's fees and expenses.

7.07.2 Should the Guild decide, after an arbitrator has been agreed to or appointed, to withdraw the grievance, the Guild shall pay all such arbitrator's fees and expenses.

7.08 Whenever a stipulated time is mentioned under this Article, it refers to consecutive calendar days. The said time may be extended by mutual consent of the parties or their nominees.

7.09 The arbitrability of a grievance shall not be contingent upon the expeditious processing of a grievance by the arbitrator.

JOB SECURITY

8.01 An employee may be discharged only for just and sufficient cause.

8.01.1 There shall be no disciplinary action taken against any employee except for just and sufficient cause. The Guild reserves the right to challenge such action.

8.01.2 An employee shall have the right to the presence of a Guild steward or Guild officer during any discussions with the Employer if they involve disciplinary action, possible suspension or discharge. The Employer shall notify the employee of such right prior to commencement of

such meeting. Reasons for disciplinary action, suspension or discharge will be confirmed to the employee and the Guild in writing.

8.02 Except in cases of gross misconduct, two (2) weeks' notice shall be given in the event of discharge. Notice shall be in writing, to the Guild and the employee, and shall specify the grounds for discharge. During the notice period, the Guild may make representations to the Employer on behalf of the employee.

8.02.1 Except in cases of gross misconduct or self-provoked dismissal for the purpose of collecting severance pay, employees dismissed for just and sufficient cause shall receive severance pay.

Gross misconduct will include theft, violence, absence without leave, and gross insubordination.

In the case of employees dismissed for just and sufficient cause the amount of severance pay shall be calculated as a lump sum equal to two (2) weeks' pay for every year of service or major fraction thereof, up to a maximum of fifty-two (52) weeks' wages. It is understood that the last two (2) years of service shall be excluded from the above calculation.

8.03 Lay-offs to reduce staff for economy reasons, as distinct from discharge for just and sufficient cause, may be made. The Employer agrees that every effort will be made to avoid lay-offs and to accomplish necessary staff reductions through attrition.

8.04 The Guild shall be notified at least five (5) weeks in advance of any lay-offs. During the first two (2) weeks of such notice, the Employer shall consult with the Guild about how such lay-offs may be obviated or alleviated. No lay-off notices to individual employees shall be issued during these discussions.

8.05 Lay-offs to reduce staff for economy reasons in the bargaining unit shall be made within the classification involved in the inverse order of seniority within the bargaining unit.

8.05.1 In the application of 8.05, subject to the provisions of 8.16 and for the purposes of including part-time employees in the seniority list of their respective bargaining unit, part-time employees shall be credited with all regular hours actually worked within such bargaining unit.

8.06 Within one (1) week of receipt of a notice of lay-off, an employee so affected may elect to enter one (1) other classification in which he/she has proven competence or for which he/she is qualified, and in both instances can show sufficient aptitude to learn the work within two (2) weeks, provided his/her seniority within the bargaining unit is greater than that of the employee whom he/she is bumping.

8.07 Any employee laid off for reasons of economy shall be placed on a rehiring list for up to twenty-four (24) months. Any job openings during that period shall first be offered to employees on that list in order of seniority within the bargaining unit.

Refusal to accept a regular position in the classification and status from which the employee was laid off shall result in the employee being dropped from the list.

8.07.1 No later than the fifth (5th) working day of each month, the Employer shall make any changes to its rehiring list available to the Guild.

8.08 During the notice period before any layoff for reasons of economy, the Employer shall accept voluntary resignations from employees in the classifications involved. The number of employees to be laid off shall be reduced in relation to the number of voluntary resignations received.

8.09 When lay-offs to reduce staff for economy reasons are to be made, no temporary employee shall be retained to the detriment of a regular employee.

8.10 The Guild and employees affected shall be notified three (3) months in advance of lay-off resulting from sale or merger of the publication. In the event such notice is not possible, employees shall receive pay in lieu of notice. Such notice or compensation in lieu of it is distinct from and in addition to severance pay payable under Article 25.

8.11 Upon lay-off to reduce staff for economy reasons under the provisions of Article 8(c) or because of discontinuance of publication, an employee shall be entitled to severance pay. An employee laid off will receive a minimum of three (3) weeks' notice, in addition to severance pay. Employees may elect to take pay in lieu of working out the last week of the notice period.

8.12 Notwithstanding the generality of 8.03 of this Article, no regular employee shall lose employment because of technological change.

8.13 The Guild shall be notified at least one (1) month in advance of any proposed staff reductions resulting from organizational changes.

During the period of such notice, the Employer shall discuss with the Guild any and all ways in which the impact of displacement may be avoided or reduced.

The Employer agrees that every effort will be made to avoid lay-offs and to accomplish necessary staff reductions through attrition.

8.13.1 Notwithstanding the generality of 8.03 no regular employee in the employ of the Employer prior to December 16, 1992 shall lose employment because of organizational change.

8.13.2 Notice under 8.13 above shall include information on the number of employees in each classification likely to be affected.

8.13.3 Dismissal or lay-off of employees whose jobs are not protected under the terms of 8.13.1 above shall be made in accordance with the provisions of this Article governing lay-offs for reasons of economy, including those provisions covering seniority in lay-offs, bumping, rehiring list, voluntary resignations and temporary employees. The notice and discussion requirements shall be those contained in section 8.13 above.

8.13.4 While the proposed organizational changes may take place before the expiration of the one (1) month notice period required by section 8.13 of this Article, there will be no lay-offs of affected staff during this period.

8.14 New employees shall be considered probationary employees for the first ninety (90) calendar days of employment or the first thirty (30) shifts worked, whichever is longer.

A new employee's performance shall be discussed with him/her during the probationary period and not later than the forty-fifth calendar day or fifteenth shift worked whichever is last, and such employee shall be advised in writing of the result of the discussion and any follow-up review.

Such employees shall have all benefits of this Agreement during their probationary period, probationary employees may be dismissed at any time before the expiration of the ninety (90) day or thirty (30) shift period and shall not have the right to appeal their dismissal if such dismissal be for inability to perform or refusal to do the duties of the position.

Benefits which depend on length of service shall be computed from the date of initial employment.

8.15 If the conduct or efficiency of an employee reaches the stage where an expression of dissatisfaction is deemed necessary, the Employer shall so advise the Guild and the employee concerned. Such notice shall be in writing and the employee shall be furnished with all pertinent details. If this procedure is not followed, such expression of dissatisfaction shall not become part of the employee's record for use against that employee at any time.

Written records of dissatisfaction, reprimand or overall performance from an employee's file shall not be used in an arbitration if issued more than twenty-four (24) months before the action that gave rise to the grievance.

8.15.1 The employee shall be allowed access to all files on himself/herself within four (4) business days of written request to the Human Resources department.

8.16 An employee's seniority within the bargaining unit shall mean length of continuous employment within the respective bargaining unit and company service, the length of continuous employment with the Employer.

Both seniority within the bargaining unit and company service shall be based on the number of actual hours worked, up to the weekly maximum of the standard work week outlined in 10.01 shall continue to accrue during legal and/or contractual paid leaves of absence and maternity/parental leaves, but shall not continue to accrue during unpaid leaves of absences.

Employment shall be deemed to be continuous unless interrupted by (1) dismissal for just and sufficient cause; (2) resignation; (3) refusal to accept an offer of rehire for a regular position in the classification in which he/she worked when laid-off under the provisions of 8.07 or (4) layoff for a period exceeding twenty-four (24) months.

An employee is entitled to exercise his/her seniority in the choice of vacant job openings as provided by Article 14, in claiming leaves of absence as provided by Article 18.03 and, in cases of lay-off, in claiming another post by bumping as provided by Article 8.06.

8.16.1 Any employee returning to the bargaining unit, where he/she had previously worked and acquired seniority within that bargaining unit shall retain such previously acquired seniority upon return to the unit.

Upon receipt of a notice of layoff, and notwithstanding any other provision of this Collective Agreement, an employee in Guild jurisdiction may bump into the Guild unit where he/she had

acquired seniority and then exercise the right to bump another employee with less seniority, provided they are qualified or have proven competence and can demonstrate within two (2) weeks sufficient aptitude to learn the work.

The previous paragraphs shall not apply to employees who were not members of the bargaining unit as of December 16, 1992. If such employees return to the bargaining unit after said date, the previous paragraph shall apply to them should they leave again and return, and this with regard to the seniority accumulated after said date.

It is understood that the seniority held in the bargaining unit from which the employee is leaving shall not be added to the previously acquired seniority of the bargaining unit which he/she is returning to.

8.16.2 Notwithstanding 8.16.1 of this Article, a part-time employee who becomes a full-time employee shall be credited with actual hours worked and shall have his/her Company service date adjusted to reflect the hours that he/she is credited with.

The Company agrees to provide an up-to-date seniority list annually upon the anniversary of this collective agreement.

8.17 Any regular employee enlisting or called upon to serve with the Canadian Armed Forces during a military emergency or war, shall retain his/her seniority with the Employer up to sixty (60) days after discharge or mustering out. Provided he/she commences work within the aforesaid sixty (60) days, he/she shall have his/her position restored to him/her with a wage rate no less than what he/she would have received had his/her service with the Employer been continuous. All time spent in the services shall be considered service time with the Employer in computing all benefits which depend upon length of service with the Employer. If an employee, upon his/her return from such service, cannot perform his/her former duties, the Employer shall reinstate him/her in the most suitable employment available at which he/she is capable of working.

8.18 The Employer shall hire and promote employees without regard to, nor shall the Employer discriminate against any employee for reason of age, sex, race, creed, colour, national origin, marital or parental status, family relationship, sexual or affectional preference, political activities or political beliefs.

SALARIES

9.01 It is agreed that the Employer may pursue the policy of granting and/or re-evaluating discretionary pay increases for individual merit.

9.01.1 Notwithstanding Article 9.01, it is understood and agreed by both parties that in cases of promotion to a higher classification employees may have discretionary pay increases for individual merit adjusted so that the employee receives at least the minimum straight-time weekly salary for his/her classification and experience. In no case, however, will an employee's new rate of pay be less than his/her rate of pay, including merit, in the lower classification.

9.01.2 The regular minimum straight-time weekly salaries shall be as follows:

GROUP 1: Business Office Clerk

	To start	After 1 yr	After 2 yrs	After 3 yrs
Nov. 16, 2014:	\$741	\$781	\$818	\$857
Nov. 16, 2015:	\$749	\$789	\$826	\$866
Nov. 16, 2016:	\$760	\$800	\$839	\$879

9.02 Employees working on night shift or split shifts shall be paid a premium of \$12.00 for each shift worked.

9.03 Should the Employer wish to create a new classification or a new classification to replace an existing one within the bargaining unit, a written notice shall be given to the Guild, including the proposed rate of pay.

Should the Guild disagree with such rate of pay, negotiations shall take place between the parties before either party may submit the matter to arbitration in accordance with Article 7 of the present Agreement.

The arbitrator must use the rates of pay appearing in Article 9 as a basis for determining the rate of pay for the new classification, taking into consideration corresponding skills and responsibilities. It is understood that the Employer may implement the new classification as proposed until an agreement is reached or a decision rendered.

If the rate of pay determined after discussions and/or arbitration is higher than the one originally established by the Employer, it shall be retroactive to the date the new classification was created.

9.04 Employees promoted to a higher classification shall move to an experience level for which the rate of pay is not less than their former rate of pay.

9.05 In the application of 9.01, experience shall include all employment in comparable daily newspaper work and the Employer shall consider experience in all other comparable related fields. Employees shall be classified as to job title and experience rating at the time of employment, transfer or promotion, and the Guild shall be notified in accordance with 4.02.

An employee paid a starting salary above the minimum provided for his actual experience shall receive an experience rating which conforms to his/her salary and shall advance to the next experience step-up in proportionately shorter time, and through subsequent step-up increases as provided in 9.01. The date of such earlier advancement shall become the employee's anniversary date for subsequent step-up increases.

9.06 There shall be no reduction in an employee's salary, including merit pay, during the life of this Agreement, except in cases of demotion, voluntary transfer to a lower classification or bumping in accordance with 8.06 of this Agreement.

9.07 The hourly rate of pay shall be one thirty-fifth (1/35) of the weekly rate provided by Article 9.01.

HOURS OF WORK

10.01 The standard work week shall be five (5) days of seven (7) hours each falling within eight (8) consecutive hours.

10.02 Two consecutive days off will be granted to employees whenever practical.

10.02.1 The Employer shall continue its present practice of granting consecutive days off, being Saturday and Sunday, to employees in the Business Office Unit. The Employer shall notify the Guild two (2) weeks in advance of any changes to the schedules of employees in the Business Office Unit. The Guild shall have the right to propose alternative schedules, which shall be implemented providing such schedules meet the Employer's requirements.

10.03 Should it become necessary to change permanent or regular shifts on a substantial basis, more than three (3) hours from regular starting time, the Employer shall consult with the Guild.

The Guild and the Employer shall meet within two (2) weeks of the initial notice of change in permanent or regular shifts, to present and discuss recommendations in regard to the proposed changes. There will be no changes implemented during this period of consultation.

10.04 Employees, any portion of whose scheduled shift falls within the period 7:00 p.m. to 7:00 a.m. in any day, shall receive a night shift differential in accordance with 9.02 of this Agreement for the full shift. Night shift differentials shall not apply to overtime performed before or after a scheduled day shift.

10.05 A lunch period of one (1) hour without pay shall be allowed for each normal shift worked. Should an employee work during any part of his/her regularly scheduled lunch period, a new lunch period shall be scheduled at a mutually agreed upon time. No employee shall be required to work more than four (4) consecutive hours without a meal break.

10.06 Schedules of starting and finishing times shall be posted at least seven (7) days in advance of the week for which they apply.

The schedules are subject to change to meet an emergency situation.

An employee who requests a change in his/her posted schedule will do so seven (7) days in advance of the desired change.

10.07 An employee shall not be required to begin one scheduled working day sooner than twelve (12) hours after the normally scheduled end of another working day.

OVERTIME

11.01 Overtime shall be worked when required and impartially distributed among the employees qualified to fulfill the assignment.

However, it is understood that an employee who indicates a desire not to work overtime may refuse such work when another qualified employee is willing and available to handle the work assignment without disruption.

11.02 It is agreed that no overtime premiums shall be paid to an employee until thirty-five (35) hours have been paid at straight-time rate in any financial week. However, it is understood that

time worked by an employee in excess of the hours of a regularly established shift shall be paid in accordance with 11.03.

For purposes of this Article, days absent due to sickness, accident, statutory holidays, vacations, and leave of absence shall be considered as days worked and paid at straight-time rate.

11.03 The Employer shall compensate for all overtime worked before or after a regular shift at the rate of time and one half for the first three (3) hours and double time thereafter.

11.04 All overtime must be authorized. Claims for authorized overtime shall be submitted by the Tuesday following the week in which overtime was worked, on forms provided by the Employer.

11.05 The Employer shall keep a record of individual overtime in time off or paid in cash. This information shall be made available to the Guild on request.

11.05.1 Overtime referred to in this Article and Article 16 shall be compensated in cash or time off at the Employer's discretion, such discretion to be exercised in a fair and equitable manner, taking into account where feasible the employee's expressed preference.

Time off shall be taken within six (6) months on a schedule mutually agreeable to the employee and the Employer, unless an extension has been mutually agreed.

Such overtime must be taken no later than six months after the overtime has been worked, or the Employer shall then either schedule such time off to be taken within the subsequent two weeks or pay the employee for such overtime in cash.

11.05.2 The overtime rate shall be calculated by dividing the regular weekly salary by the normal hours of work and multiplying by time-and-a-half or double time, as applicable.

11.06 An employee who agrees to work on his/her day off shall be compensated at the rate of time-and-one-half for the hours worked up to the equivalent number of hours of a standard work day as established in 10.01, and double time for all subsequent hours worked, with a minimum of one (1) day's pay or time off, in addition to his/her weekly salary.

11.07 An employee who has left the building after completing his/her regular shift and agrees to return to work shall receive cash or time off at the overtime rate for all hours worked, with a minimum of four (4) hours at the overtime rate. Time paid for shall include all traveling time to and from the place where the employee was contacted.

It is understood that the Employer's obligation to contact employees under the present Article shall be limited to two (2) attempts only, before the work may be assigned to individuals not covered by this Agreement.

EXPENSES

12.01 The Employer shall pay all authorized expenses incurred by the employee in the service of the Employer.

Claims for authorized expenses shall be submitted within the thirty (30) day period following the week in which they were disbursed, on forms provided by the Employer.

FUNCTIONS

13.01 No member of the bargaining unit other than the employees assigned to the Business Office Clerk classification, shall be assigned regularly to more than one job classification on any one shift without consent of the Guild.

13.02 For purposes of this Agreement, the classifications recognized shall be those designated in Article 9 of the present Agreement.

13.03 However, it is understood that, in addition to the principal functions and responsibilities usually implied by such designations, and because of the interrelation between functions and responsibilities, all employees may also be assigned various duties required by the operations of the department.

13.03.1 Any employee who is assigned to perform, or performs with management's authorization, all or most of the functions of a higher paid classification within the bargaining unit, and who performs said functions for two (2) hours or more, shall receive the rate of pay in that higher paid classification at the next rate higher than his/her rate in his/her present classification for a minimum of a full shift.

This will not constitute a change of classification even on a temporary basis but only a differential in respect to responsibility of a higher paid classification.

13.03.2 When it is impossible to obtain Management's authorization, an employee who on his/her own initiative performs the functions of a higher paid classification for two (2) hours or more shall receive the rate of pay in that higher paid classification at the next rate higher than his/her rate in his/her present classification for a minimum of a full shift.

13.03.3 Should an employee be assigned to perform for a full shift, the functions of a position which is excluded from the bargaining unit, the employee and the Employer shall agree on a differential in advance.

It is understood that an employee shall have the right to the presence of a Guild steward or Guild Officer to discuss such differential when the employee is assigned to perform for more than a full shift the functions of a position which is excluded from the bargaining unit. It is agreed that under no circumstances shall the employee receive less than his/her regular rate of pay.

13.04 The measure of an employee's competence shall be his/her ability to perform the functions of the classification in which he/she is regularly employed.

13.05 An employee shall not be required to perform tasks that are unrelated to his/her job function.

PROMOTIONS AND TRANSFERS

14.01 The Employer and the Guild recognize the need to maintain a high level of competence in all phases of work. All promotions and/or transfers of employees covered by this Agreement to positions within the bargaining unit shall be made on the basis of competence and efficiency. If competence and efficiency are equal, seniority will be the deciding factor.

14.02 When an employee within the bargaining unit leaves the employ of the company, is promoted or transferred within the bargaining unit or becomes an excluded employee by promotion or agreement, the position formerly occupied by that employee shall be deemed vacant.

14.02.1 When the Employer must fill a vacancy within the bargaining unit, the Employer shall post notices of the vacancy or position on Company boards within Guild jurisdiction and provide duplicate notices for the Guild.

14.02.2 Any employee from any of the bargaining units may, within seven (7) days of the posting, make written application for the position or vacancy to be filled.

The Employer shall notify all employee applicants who were not selected, stating why not and offering suggestions that would make a future application worthy of due consideration.

14.02.3 The Employer may consider referrals made by the Guild on behalf of any candidate for employment.

14.03 A transferred employee shall be considered probationary for the first ninety (90) calendar days or the first thirty (30) shifts worked, whichever is longer.

The employee's performance shall be discussed with him/her about the mid-point of the probationary period. The employee and the Guild shall be advised in writing of the result of the discussion and any follow-up review. Such employees shall be covered by all provisions of this collective Agreement during their probationary period.

During the probationary period, the Employer may revert the employee to his/her former position within his/her former classification, or the transferred employee may elect to return to his/her former position within his/her former classification without penalty or prejudice.

14.04 Employees promoted to a higher classification shall be considered probationary employees up to the first ninety (90) consecutive calendar days or the first thirty (30) shifts worked whichever is longer.

During the probationary period, the Employer may revert the employee to his/her former position within his/her former classification, or the employee may elect to return to his/her former position within his/her former classification, without penalty or prejudice.

14.05 It is understood that in the event an employee be reassigned to his/her former position within his/her former classification or elects to return to his/her former position within his/her former classification, all those employees transferred or promoted as a result of such vacancy or position shall also be reassigned to their former positions within their former classifications or, in the case of new employees, it may be necessary to dismiss such new employees.

14.06 Any candidate whose application for a transfer is rejected shall be given the reasons and suggestions about how to improve his/her chances for future consideration. The Guild may make representations on behalf of an employee seeking a transfer.

14.06.1 None of the procedures outlined in this Article shall prevent the Employer from temporarily assigning a staff member to cover the required work, providing this temporary

assignment does not exceed sixty (60) consecutive calendar days, except by mutual agreement with the Guild.

14.07 The Employer may temporarily transfer an employee within the bargaining unit, to another position within the bargaining unit in order to replace an absent employee or due to an excess of work at that position.

14.07.1 Such employee temporarily transferred to another position within the bargaining unit shall receive at least his/her normal rate of pay with no reduction of benefits. These conditions shall also apply to a temporary transfer, which shall not exceed sixty (60) consecutive calendar days except by mutual agreement. If any of these transfers are to a higher paid classification, for a period of a complete shift or more, the transferred employee shall receive the rate of pay in that higher paid classification at the next rate higher than his/her rate in his/her present classification for a minimum of a full shift.

Any employee from any of the bargaining units may apply for positions or vacancies that have been posted in other department of the Montreal Gazette.

The Employer shall notify all employee applicants who were not selected.

Any employee applicants who were not selected and wish to know the reasons why not and be offered suggestions that would make a future application worthy of due consideration, may make a written request for an interview to the Human Resources Department.

The Employer will make every effort to meet with the employee as soon as possible.

14.08 No employee shall be penalized for refusing to accept a promotion.

14.08.1 An employee may not be transferred to work with which he/she is not familiar and from it be discharged for incompetence. Transfers shall not be used as a method of discipline.

PART-TIME AND TEMPORARY EMPLOYEES

15.01 A part-time employee is one who is hired to work regularly eighty (80) per cent or less of the work week provided in Article 10 of this Agreement.

15.02 Part-time and temporary employees shall be paid on an hourly basis equivalent to the weekly salary provided for their classification and experience.

15.03 A temporary employee is one employed for:

1. a special project or a specific time, in either case not to exceed three (3) months except by mutual agreement between the Guild and the Employer;
2. in the case of students, academic vacation periods;
3. to cover an approved leave of absence or an absence due to sickness or disability.

15.03.1 The Guild shall be notified in writing as to the nature and probable duration of all temporary employment.

15.03.2 Should a temporary employee's employment be extended beyond six (6) months, such employee shall then be entitled to all benefits currently received by full-time employees and on the same basis, subject to the provisions of 15.08 and 15.09

However, such temporary employee shall be paid vacation pay weekly in accordance with the percentage schedule outlined in 17.03.

15.03.3 Whenever the work force is reduced below normal because of vacation, leaves of absence, disability, or sick leave, of more than one (1) work week, and should this create an above normal increase in the workload, the workload shall be distributed impartially among the remaining employees and if any excess work still remains, sufficient temporary help may be hired to handle such work.

Should there be no such re-distribution of a workload and no hiring of temporary help, it is understood that the measure of an employee's performance during these periods shall not be affected by his/her inability to meet the total demand directly related to such temporary new workload.

15.04 Students may be employed for training purposes and for vacation relief during the summer academic vacation period and for not more than one month during the winter academic vacation period except by mutual agreement between the Employer and the Guild. Such students shall not be paid less than eighty (80) percent of the starting rate in the classification in which they are working. However, it is understood that vacation relief shall be first offered to available part-time employees.

15.05 When the scheduled hours of any part-time employee are to be reduced by more than fifty (50) per cent, excluding reductions equal to temporary increases in hours to cover special projects not exceeding three (3) months, illness replacement, or vacation relief, the Employer shall give thirty (30) days' notice in writing to the Guild and employee concerned.

The parties will meet semi-annually to discuss the possible conversion of a part-time position to a full-time position provided:

- A part-time employee has been working full-time hours for an extended period of time and,
- It is expected that the situation will continue.

15.06 In the event of a part-time or temporary employee becoming a full-time employee, he/she shall be credited at least with all part-time or temporary hours actually worked and shall have his/her vacation entitlement and company service date adjusted to reflect the hours that he/she is credited with.

15.06.1 The Employer's records of hours worked and/or paid for part-time employees described in Article 15 shall be made available to the Guild on request.

15.07 Temporary employees and students shall not be employed where such employment would eliminate or displace a regular employee.

Part-time employees shall be paid vacation pay in accordance with the percentage schedule outlined in 17.03 Vacations. The Employer shall continue its practice of granting unpaid leaves of absence to part-time employees for vacation.

All part-time employees shall advance on the schedule of minimum salaries according to hours actually worked.

15.08 Part-time employees who work or are paid for an average of twenty (20) hours or more per week, whichever is greater, and who do so for three (3) consecutive months, shall be covered by all terms of this Agreement and notwithstanding the generality of the foregoing shall be entitled to all benefits currently received by full-time employees and on the same basis with the following exceptions:

1. If a recognized holiday or day celebrated as such falls on a day that such a part-time employee would not normally have been working, the employee will be paid on a pro-rata basis in equivalent time off for that holiday (i.e., if an employee normally works three (3) days per week and a recognized holiday falls on one of his/her days off, he/she shall receive sixty (60) per cent of a day's pay in time off for the recognized holiday in addition to his/her pay for days worked.)
2. Such part-time employees on short-term sick leave shall continue to receive their wages for hours already scheduled for the week of the first day of their illness, while compensation thereafter shall be calculated as an average of their regular wages for each week in the four (4) weeks immediately preceding their first day of absence.
3. Such part-time employees are not covered by the provisions of 16.05.

15.08.1 Such part-time employees who meet the requirements outlined above in section 15.08 shall be covered by the provisions of 15.08 as soon as the consecutive three (3) month period is completed and shall remain covered by these provisions unless he or she works less than an average of twenty (20) hours per week for six (6) consecutive months.

All calculations in this section shall be made on a monthly basis and an employee becoming eligible shall be covered at the beginning of the following month.

15.09 Part-time employees other than those defined in 15.08 of this Article shall be covered by all terms of this Agreement with the following exceptions:

15.09.1 If a recognized holiday or day celebrated as such falls on a day that such a part-time employee would normally have worked, such employee shall receive the day off and shall not have his/her wages reduced by reason of not working on that day.

15.09.2 Such part-time employees are not covered by 16.02 and 16.05.

15.09.3 Such part-time employees shall not be covered by Article 21 with the exception of maternity leave.

15.10 It is understood that time worked by a part-time or temporary employee in excess of the hours of a regularly established shift shall be compensated in accordance with Article 11.02.

15.11 Part-time or temporary employees may be employed for less than a full shift but with a minimum of four (4) hours.

15.12 All part-time employees shall advance on the schedule of minimum salaries according to hours actually worked.

STATUTORY HOLIDAYS

16.01 The recognized holidays, or days celebrated as such are:

- New Year's Day
- Victoria Day
- St. Jean Baptiste Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Day

In addition to the above statutory holidays, Boxing Day or January 2nd and Good Friday or Easter Monday shall also be observed.

Should both days be celebrated in the department, employees shall have first choice between the two days by seniority.

Sixty (60) days prior to the statutory holiday both parties shall meet to discuss and agree as to which day, Boxing day or January 2nd, and Good Friday or Easter Monday, shall be celebrated as the statutory holiday but it is agreed that the Employer shall have the right to make the final decision in the best interest of its operation, provided such decision is not unreasonable.

Should a statutory holiday fall on a Saturday or Sunday and should the Employer decide to close its Business Office Department on the day immediately preceding or following the statutory holiday, then the employees in the Business Office bargaining unit shall celebrate the statutory holiday(s) on the day that the Employer has decided to close.

16.01.1 When an employee's religious Holy Days do not fall on Statutory Holidays outlined above he/she shall request in writing to the Employer, by the 15th of April of any given year those days off which he/she wishes to observe.

Such days off, at the employee's choice, may be taken as vacation days as defined in Article 16 or as personal days as defined in Article 16.06.

16.02 All regular employees working in the calendar week in which a recognized holiday occurs on a day other than their scheduled day off shall be paid for the recognized holiday at their regular straight-time rate of pay.

A regular full-time employee whose scheduled day off falls on a recognized holiday, or day celebrated as such, shall receive his regular weekly pay but have his work week reduced by such statutory holiday or day celebrated as such.

A recognized holiday, or day celebrated as such, which falls during an employee's scheduled vacation shall be paid at the regular rate of pay, and shall not be considered a vacation day.

16.03 An employee who agrees to work on a recognized holiday shall be compensated at double the straight-time rate for all hours worked with a minimum of a days' pay or time off at the overtime rate.

Such payments shall be in addition to the payment due in accordance with Article 16.02.

The employee's preference for cash or time off will be taken into consideration, but the final decision shall rest with the Employer.

For night side employees, the statutory holiday will be observed the night before the statutory holiday.

16.04 In the case when any of the recognized holidays does not fall on a regular employee's scheduled day off, the work week shall consist of one shift less than the regular work week, and an additional shift worked, excluding the recognized holiday, shall be paid for in accordance with the overtime pay provisions of this Agreement.

16.05 In addition to the above holidays, each regular employee shall be entitled to three (3) days' leave of absence with pay at his/her regular rate of pay to be taken at a mutually agreeable time during the vacation year.

16.05.1 In the first vacation year that a regular employee is hired he/she shall be entitled to one (1) such day leave of absence with pay for every four (4) months worked or major fraction thereof.

16.06 All regular full-time employees working a five (5) day week who are on the payroll as of May 1 of each calendar year, and who are still on the payroll the following November 1, shall be entitled to five (5) days off work at straight-time pay, to be taken in that vacation year at a time or times to be scheduled by mutual agreement.

Part-timers on payroll on May 1 and still on payroll on Nov. 1 will be entitled to pro-rated winter break days, based on actual hours worked over the previous 12 months.

VACATIONS

17.01 All regular full-time, and subject to 15.06, part-time employees covered by this Agreement who have completed a full year of service as of May 1 of any year shall accrue the following vacation with pay.

YEARS OF SERVICE	VACATION
1	3 wks/1.25 days per month
6	4 wks/1.67 days per month
12	5 wks/2.08 days per month
20	6 wks/2.5 days per month

17.02 Regular full-time and, subject to 15.06, part-time employees with less than one (1) year of continuous regular service as of May 1 of any year shall accrue vacations in proportion to the time worked prior to that date on the following basis:

<u>Service</u>	<u>Vacations</u>	<u>Service</u>	<u>Vacations</u>
1 month	1 day	7 months	8 days
2 months	2 days	8 months	10 days
3 months	3 days	9 months	11 days
4 months	4 days	10 months	12 days
5 months	5 days	11 months	14 days
6 months	6 days	12 months	15 days

However, newly-hired employees will not be allowed to take vacation days until they have passed their probationary period.

For the purpose of this Article, a regular full-time employee shall be deemed to have worked a full calendar month provided he/she commenced employment with the Employer before the 16th of that month.

17.03 For a regular full-time and, subject to Article 15.06, part-time employee ending his/her connection with the Employer, or in the case of an employee's death or entry into military service as described in Article 8.17, any outstanding weeks of vacation entitlement plus a percentage of the employee's gross earnings since the start of the current vacation year, shall be paid as follows:

<u>LENGTH OF CONTINUOUS SERVICE</u>	<u>%</u>
Less than 1 year	4%
More than 1 year, less than 6 years	6%
More than 6 years, less than 12 years	8%
More than 12 years, less than 20 years	10%
More than 20 years	12%

17.04 No deductions for sick leave shall be made from overtime or vacation credited, or to be credited, to the employee.

No deduction of vacation entitlement shall be made if an employee is absent for up to six (6) months because of illness or compensable accident.

17.05 Payment for vacations shall be made at the rate of pay equal to the employee's current gross salary.

17.06 When possible, an employee shall be allowed to take his/her full vacation entitlement consecutively.

17.07 Employees absent because of jury duty or while acting for the Guild on Employer-Guild business shall accrue vacation credits as if such days had been worked.

17.07.1 Any employee who is absent from work for personal illness or while in receipt of Workers' compensation for more than six (6) months shall be entitled to his/her vacation pay on a pro-rata basis.

However, upon return to work such employee shall be entitled to a minimum of two (2) weeks of vacation for the current vacation year.

17.08 Every employee who has completed one year of service but less than twelve (12) years of service shall be entitled to take up to two (2) consecutive week's vacation between May 22 and September 10.

Employees who have completed twelve (12) years or more of service shall be entitled to take up to three (3) consecutive weeks of vacation between May 15 and September 15.

17.09 Application lists for vacation time shall be posted by April 1 of each year in each sub-department.

In the event of conflicting applications within an applicable group, seniority within the bargaining unit shall prevail in all applications submitted before April 15.

On April 20, the vacation lists so arranged shall be posted. No employee shall be required to apply for vacation time by any set date, provided such employee is willing to waive seniority rights.

17.10 Vacations requested during the period May 1 to May 15 and September 15 to April 30 shall be scheduled by seniority within the bargaining unit and with consideration to the needs of the Employer in the following manner:

1. employees entitled to a third (3rd) week of vacation will have choice of vacations over those employees entitled to a fourth (4th) week of vacation; and
2. employees entitled to a fourth (4th) week of vacation will have choice of vacations over those employees entitled to a fifth (5th) week of vacation; and
3. employees entitled to a fifth (5th) week of vacation will have choice of vacations over those employees entitled to a sixth (6th) week of vacation.

17.11 Employees must take their full vacation during the vacation year May 1 to April 30.

No vacation will be carried over from one vacation year to another except with the prior written agreement of the HR department in its absolute discretion.

17.12 Employees hired to replace employees on vacation or employees transferred to replace employees on vacation in other classifications within the bargaining unit shall be paid no less than eighty (80) per cent of the starting rate for that classification but in no case shall a transferred employee be paid less than their actual salary in their present classification.

LEAVES OF ABSENCE

18.01 Leaves of absence without pay may be granted by the Employer upon written request and such requests will not be unreasonably withheld.

18.02 Leaves of absence without pay shall be granted upon written request to employees who are awarded university scholarships or university fellowships. Leaves under this section shall be requested in writing at least three (3) months in advance.

18.03 Employees who have completed six (6) years of service with the Employer may be granted up to twelve (12) months leave of absence without pay to further their education or for job-related pursuits not in conflict with their employment with the Montreal Gazette. Leaves under this section shall be requested in writing at least three (3) months in advance.

18.04 Such leaves shall be granted to the most senior employees applying, and no employee shall be granted a second leave of absence while other employees are awaiting leave.

In addition, a leave of absence may be granted to employees who have used the ten (10) days allowed to fulfill obligations related to family as defined in Article 21.05. Such leave will not be unreasonably denied.

18.05 No more than one (1) employee-in the unit need be granted leave as provided for in this Article at any one time.

18.06 Leave of absence granted for service as a full or part-time officer or representative of the Guild shall not constitute a break in continuity of service for vacation entitlement.

18.07 An employee elected or appointed to any office or position of The Montreal Newspaper Guild or affiliated bodies shall be granted a leave of absence without pay for a period not longer than four (4) years, which may be extended by mutual agreement. Upon returning from such leave, the employee shall be reinstated in his/her work group. An employee shall notify the employer of his/her intention to run for office or position and upon election the employee shall give 30 days' notice before such leave takes effect

18.08 Upon written request leaves of absence without pay shall be granted to elected or appointed employee delegates to conventions or special meetings of The Newspaper Guild or its affiliated organizations.

No more than one (1) such leave shall be granted at any one time.

18.09 Except as provided for in Guild Business and elsewhere in this Article, requests for leaves of absence shall be made in writing at least one (1) month before the beginning of the leave.

18.10 Whenever a leave of absence is for three (3) months or more, the employee must advise the Employer in writing, at least one (1) month before the expiration of the leave, of his/her intention to return to the position. Failure to give such notice shall be taken as voluntary resignation.

18.11 Leaves 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.

18.12 A regular employee bereaved by the death of a parent, legal guardian, child, spouse, brother, sister, mother-in-law, father-in-law, legal foster parent, legal step-parent, or legal step-child, shall be reimbursed for wages lost up to a maximum of three (3) days straight-time pay. In

addition, regular employees will be granted two (2) days leave of absence with pay to attend the funeral of a grandparent. Such leaves of absence shall be consecutive working days, and the date of the funeral must fall within the period of absence. Employees are also entitled, upon request, to two (2) days unpaid leave of absence on this occasion.

18.13 A regular employee shall be paid the difference between the jury or witness fee and the regular straight-time pay lost for time required in court in a case in which he/she is not an interested party. Whenever possible the employee shall provide the Employer with at least three (3) days advance notice. It is understood that the provisions of the present Article shall not apply in cases that involve the Employer and the Guild.

STRUCK WORK

19.01 The Guild reserves to its members the right to refuse to execute any work coming from or destined for any other employer or publication which is subject to a lawful strike of a local of The Newspaper Guild or any other newspaper union.

However, it is understood that in the event of such refusal, the Employer shall have the right to insure the processing of such material by management personnel and if required re-assign its affected employees to other functions within the bargaining unit.

19.02 The Employer recognizes the right of individual Guild members to refuse, as a matter of conscience, to cross a legal picket line of any union engaged in a legal strike or lockout against the Montreal Gazette. However, it is understood that such employees, once on a sympathy strike, shall not be permitted to resume work until the picket line is lifted.

19.03 Absence under the terms of this Article shall not constitute breaks in continuity of employment.

19.04 The Employer shall not discipline any employee for refusing to cross a legal picket line while performing an assigned duty, but shall then have the right to ensure the processing of such work.

HEALTH AND SAFETY

20.01 A Health and Safety Committee shall consider health, safety and working conditions in the units covered by the Guild. It shall be comprised of a maximum of one (1) member designated by the Guild from each of the units and of a like maximum number of representatives designated by the Employer.

The Committee shall meet at least once a month and shall communicate its findings and recommendations to the Employer and Guild members. Meetings shall be held on Company time unless otherwise agreed.

At all meetings of the Committee there shall be a total of two (2) votes, with the Employer and the Union representatives each having one (1) vote. Unanimous recommendations of the Committee shall be implemented by the Employer.

20.02 The Health and Safety Committee shall be supplied at its request, with all pertinent information when changes are planned in equipment, materials or work locations within the bargaining unit which may have an effect on the health, safety or working conditions of

employees under its jurisdiction. Recommendations submitted by the Committee in accordance with 20.01 shall be implemented by the Employer.

20.03 The Employer agrees to keep the Montreal Gazette offices in a clean, healthful, sufficiently ventilated, properly heated and well-lighted condition at all times.

20.04 No employee shall be required to perform an assignment if a hazard endangering that employee exists.

20.05 The cost of any new or replacement eyeglasses or contact lenses required and prescribed especially for computer work by an ophthalmologist selected by the Health and Safety Committee shall be paid for by the Employer, but shall under no circumstances exceed three hundred (\$300) dollars per twenty-four (24) month period.

BENEFITS

21.01 It is agreed that the Employer's group insurance benefits, in force for the bargaining unit at the time of signing the present Agreement, shall not be reduced during the term of such Agreement.

Should government legislation be introduced during the term of this Agreement which affects any part of Article 21 entitled Benefits or the maternity or parental leave provisions outlined in Article 21, the parties agree to meet to discuss the impact of such legislation and agree in principle that changes in the total cost or savings of the existing plan resulting from such legislation shall be shared between the Employer and Guild members pro-rata to their respective contributions.

21.02 The Employer agrees that the benefits provided by the Company Pension Plan shall not be reduced during the term of this Agreement.

Should government legislation be introduced which affects any benefit in the Pension Plan, the parties agree to meet to discuss the impact of such legislation and agree in principle that changes in the total cost or savings of the existing plan resulting from such legislation shall be shared between the Employer and Guild members pro-rata to their respective contributions.

Regular employees who are in the Welfare plan and who elect to retire at the normal retirement age as prescribed in the Company Pension Plan or later, although they may not necessarily be members of the Pension Plan shall receive group health insurance benefits (major medical & hospital), in accordance with the insurance policy, and six thousand dollars (\$6,000.00) life insurance benefits paid for by the Employer, provided they have been members of the group life plan for at least five (5) years.

Any employee requesting to know his/her total amount of contributions to the Pension Plan made during the year shall receive same any time after January 15th of the following year.

21.03 MATERNITY AND PARENTAL LEAVES: Maternity leave and/or parental leave shall be granted for a period up to seventy (70) weeks.

21.03.1 Beginning with the third week of a maternity leave, the Employer shall, for the next fifteen (15) weeks pay the employee a supplementary benefit to make up the difference

between the Quebec Parental Insurance Plan benefit and ninety-five (95) percent of the employee's insurable earnings.

To be eligible for such paid maternity leave, the employee must:

- 1) have been in the employ of the Employer for at least one year prior to the commencement of such leave;
- 2) have applied for and be eligible for Quebec Parental Insurance Plan benefits;
- 3) where possible, give the Employer at least two (2) weeks' notice before taking such leave;
- 4) return to work no later than seventy (70) weeks following the commencement of such leave and remain as an employee of the Montreal Gazette for a minimum of six (6) months following the return.

Failure to return to work at the end of the seventy (70) weeks, or voluntary resignation or termination with cause prior to the expiration of the six (6) months term following the return will nullify the maternity benefit and the employee shall reimburse the Employer all the monies received within ten (10) days.

21.03.2 No employee shall be required to take a paid or unpaid leave of absence, nor shall an employee's duties or working conditions be altered without her consent because of pregnancy.

21.04 Paternity leave and/or adoption leave without pay shall be granted upon request up to a period of two (2) weeks, with the first two days of such absence from work to be remunerated at straight-time pay.

Where possible at least one week notice shall be given by the employee before such leave.

21.04.1 An employee returning from maternity, paternity, adoption and/or parental leave shall be reinstated in the position he/she held immediately previous to such leave at the salary he/she would have received had his/her employment been continuous; and with full credit toward severance pay accrual, experience rating and other length-of-service benefits.

21.04.2 At least one (1) month notice shall be given by the employee before returning from maternity, adoption and/or parental leave. Failure to return at the end of a leave of absence shall be considered voluntary resignation, unless the employee qualifies then for other leaves of absence provided by the collective agreement. Failure to return at the end of such additional leave of absence shall then be considered voluntary resignation.

21.05 An employee is entitled to ten (10) days per year leave of absence without pay to fulfill obligations related to the care, health, or education of his/her child, spouse, father, mother, brother, sister, grandparent, in cases where his/her presence is required due to unforeseeable circumstances or circumstances beyond his/her control. He/she must have taken all reasonable steps within his/her power to assume these obligations otherwise and to limit the duration of the leave. The employee must advise the Employer of his/her absence as soon as possible.

21.06 DOCTOR'S CERTIFICATE: The Employer shall defray the cost of any doctor's certificate produced by an employee at its request.

Should an employee leave work due to accident or sudden illness, he/she shall receive a full day's wages, provided that he/she seeks immediate medical attention at a hospital or otherwise, if this is deemed advisable in the judgment of the Employer.

When necessary, transportation from work to the hospital or other medical facility and from the hospital or other medical facility to the employee's home shall be furnished by the Employer.

21.07 WORKERS' COMPENSATION: If a regular employee is injured by reason of accident in the course of his/her work at the Montreal Gazette and such accident is covered by the Quebec Workers' Compensation Act, the Employer will pay full wages at straight-time rates for a period of up to twenty-six (26) weeks, as long as the period of disability is simultaneously covered by the C.S.S.T.. The employee is under the obligation of reimbursement in part, by transferring to the Employer the wage compensation received from the commission applicable to the twenty-six (26) week disability period. Payments to an employee eligible under the terms of this Article together with payments from any form of government or other assistance shall in no instance amount in total to more than the employee's regular amount of wages as set out in the scale of wages as provided in 9.01 of this Agreement.

MISCELLANEOUS

22.01 The Employer shall not accept any subpoena or court order on behalf of any employee when only the employee is named thereon.

22.02 MANAGEMENT RIGHTS: The Guild acknowledges that insofar as it does not conflict with the terms of this Agreement, it is the function of the Employer to:

22.02.1 maintain order, discipline and efficiency;

22.02.2 manage the enterprise in which the Employer is engaged and without limiting the generality of the foregoing, exercise all functions and rights of management not otherwise excepted by this Agreement.

It is understood that the exercise of the foregoing rights, including the right to make rules and/or regulations, shall be exercised in a manner that shall not violate the terms of this Agreement.

22.03 The Employer recognizes the right for all employees to engage in any activities that are not directly in conflict with their duties and responsibilities as employees with regard to their work for the Employer or directly in competition with the business of the Employer. The Employer shall bear the burden of proving such conflict or competition.

SEVERANCE PAY

23.01 Employees who are laid off to reduce staff for economy reasons under provisions of Article 8.03, or because of sale or merger or discontinuance of the publication under Article 8.10 and 8.11, or because of organizational change under Article 8.13, or who resign voluntarily under provisions of Article 8.08 shall receive severance pay.

Severance pay shall be defined as a lump sum equal to one week's pay for every four (4) months' service or major fraction thereof, up to a maximum of fifty-two (52) weeks' wages. Severance pay shall be computed at the highest straight time weekly salary paid to the employee during the fifty-two (52) weeks immediately preceding such discharge or lay-off. In the case of a part-time employee, severance shall be computed at the average straight-time weekly salary paid to such employee during the fifty-two (52) weeks immediately preceding such discharge or lay-off.

If an employee is rehired after the payment of severance pay and before the expiry of the number of weeks so paid for, the unearned severance pay shall be refundable to the Employer. Reasonable terms of payment shall be arranged if required by the employee.

Any period of employment for which severance pay has been paid and not refunded shall not be counted as employment in calculating severance pay which subsequently may be payable under this Article.

It is understood that the notice or notices or compensation in lieu of, as provided in Article 8, including severance pay shall be considered as Prior notice of dismissal for the purpose of any government legislations.

RETRAINING

24.01 Technological change is a change brought about by the introduction of any equipment or new processes which represents an evolution of the kind of work either normally or at present performed by employees within the unit covered by this Agreement. Further to the implementation of such technological change, and should such change require retraining, the Employer agrees that it will first retrain regular employees covered by this Agreement who desire to convert their present skills to the skills required by new processes or equipment, in order of seniority within each sub-department. When only part of the workforce of a sub-department has to be retrained, such retraining shall be given in order of seniority starting first with the affected employees who have the best qualifications to meet the operational needs. It is further agreed that such retraining will be given without loss of regular wages.

24.02 The Employer shall determine all provisions of a retraining program and shall supervise its application, meeting, meeting whenever necessary with the Guild to evaluate its results and to discuss any problems encountered.

An employee being retrained is entitled to a period of adaptation, the length of which shall be determined by the Employer, in consultation with the Guild, according to the complexity of the retraining, before an evaluation of the success of the program is made.

24.03 Should an employee who has been selected to retrain on new equipment or processes be required to take courses or seminars outside the offices of the Employer and/or outside regular working hours, it is agreed that all expenses incurred in connection with the retraining shall be paid for by the Employer. This is in addition to his/her regular wages, and the employee shall be granted the equivalent time off to be scheduled by mutual agreement between the employee and the supervisor.

24.04 Should a regular full-time employee wish to attend a course or seminar that has application to work in the department, he/she shall raise the matter with the Employer. Should

the request be denied, the Guild may make representations on behalf of the employee. The Employer shall also consider requests submitted by regular part-time employees.

24.05 Where a regular full-time employee requests attendance at a course or seminar that has direct application to the current job or career development, and where prior approval of management has been obtained, the Employer will pay 100% of the costs. This is paid at the time of enrollment if the program is to be completed in one attendance period of consecutive days. However, over an extended period, the Employer's standard of payment of 50% of the program costs at the time of enrollment and 50% on successful completion shall apply.

Where a regular full-time employee requests attendance at a course or seminar that has only limited job application but nevertheless some element of professional development, and where prior approval of management has been obtained, the Employer standard is payment of 50% of program costs on satisfactory completion.

LABOUR RELATIONS COMMITTEE

25.01 Recognizing that consultations on the application of the collective agreement and other subjects of mutual concern and interest can promote harmonious and constructive relations between the parties to this Agreement, a Labour Relations Committee composed of two representatives of the Company and two employees representing the Guild shall be formed within thirty (30) days of the signing of this Agreement.

25.02 This Committee shall meet during working hours within ten (10) days of a request by either party for such consultations, but no more than once a month except by mutual agreement. An agenda shall be submitted within two (2) days of such request by the party requesting the meeting and the only matters subject to discussion at the meeting will be those listed on said agenda. It is agreed that the representatives of either party may request the assistance at meetings of resource persons.

DURATION AND RENEWAL

26.01 This Agreement shall commence on date of November 16, 2014 until November 15, 2017.

The effective date of all changes to the revised agreement from the existing agreement will be effective on the date of ratification unless otherwise specified.

26.02 Within ninety (90) days before the termination of this Agreement, the Employer or the Guild may initiate negotiations for a new contract to take effect on June 16, 2014. The terms and conditions of this Agreement shall remain in effect until such negotiations, including conciliation, are lawfully terminated.

**THE MONTREAL GAZETTE,
A DIVISION OF POSTMEDIA NETWORKS INC.**

THE MONTREAL NEWSPAPER GUILD

Robert Pruden
Lucinda Chodan
Donna Dudka
Eileen Flood

Dave Wilson
Ron Carroll
Debbie Anderson
Stanley Kawai
Angie Lipartiti
John Mahoney

LETTER OF UNDERSTANDING

RE: Employer's Eyeglass Benefits

It is understood that as of the date of ratification of the present Collective Agreement, the cost of frames, lenses and adjustment of prescribed eyeglasses, inclusive of contact lenses will be reimbursed up to a maximum global reimbursement of \$300 per person per period of 24 consecutive months.

LETTER OF UNDERSTANDING

RE: LANGUAGE OF NEGOTIATIONS

The parties recognize that this Collective Agreement was negotiated and concluded in English. As a result, it is their wish that, in case of conflict between the English text and the French text, the English text should prevail to the extent where the context allows it. In case of arbitration, if there is discrepancy between the French and English texts, the parties would appreciate it if the arbitrator could keep in mind that this Collective Agreement was negotiated in English.

LETTER OF UNDERSTANDING

VACATION & LEGACY VACATION

Notwithstanding any other provision of the collective agreement, the following will apply:

- Effective May 1, 2015, vacation will move from a “take AFTER you earn” system to a “take AS you earn” system. The take as you earn system requires that employees use the vacation earned in the 2015 vacation year during that same 2015 vacation year.
- Employees will schedule and take their full vacation entitlement in accordance with the provisions of the CA even if that vacation has not yet been earned at the time that it is taken.

Legacy Vacation Leave (LVL) Bank

- Each employee will be advised of his LVL which:
 - Includes vacation earned during the 2014 vacation year.
 - Includes any approved vacation carry-over from previous years.
 - Does NOT include winter break, floaters or other leaves with pay.
- Beginning in the 2015 vacation year (i.e. May 1, 2015 to April 30, 2016) each employee will be required to take a minimum of one week per year from their LVL Bank. This additional week will be scheduled in order of seniority within an applicable group, after the current year's vacation has been scheduled, as per Article 17.
- Depending on vacation levels, employees must exhaust their LVL by the end of the 2015 to 2020 vacation year.

Floater Days

- Effective May 1, 2015 floaters will be provided and taken according to the vacation year May 1 to April 30. One floater day will be provided for the period from January 1, 2015 to April 30, 2015.

Vacation Carry-Over

- It is the Montreal Gazette's intention that carry-over will rarely if ever be approved.
- Vacation carry-over will only be allowed with the written approval of the HR department in its absolute discretion.

Vacation Cash-Out

- Vacation, including the LVL Bank, will not be cashed out under any circumstances except for termination.
- Notwithstanding the above, employees may opt to cash out a total of 1 week (5 days) of LVL, which will be paid in two equal instalments (2.5 days in Nov. 2015 & 2.5 days in Nov. 2016). Employees opting for this cashout must advise HR, in writing, by Sept. 18, 2015. Those who do not sign-up in Sept. 2015 will not be entitled to a cashout in either 2015 or 2016.
- Subject to applicable legislation, when an employee terminates for any reason having taken more vacation than he has earned, the Montreal Gazette will recover the required amount from any payments that would otherwise be made to the employee including but not limited to regular pay, overtime, holidays, severance, commissions and expenses.
- Notwithstanding the above, if the union or an employee receives a notice of layoff and the employee is in a vacation deficit and has no time in the bank or days in the legacy bank to correct this deficit, the company will not recover the unearned days. No new vacation will be approved once a notice of layoff has been given.

**LETTER OF UNDERSTANDING
SIGNING BONUS**

It is agreed that employees on payroll at date of ratification will receive a lump sum signing bonus equal to \$500 for full-time employees, prorated for part-timers, but minimum payment to part-timers will be \$250.

**LETTER OF UNDERSTANDING
PART TIMERS**

This letter applies to employees who transfer from full to part time status, with no break in service, and with whom there is an ongoing commitment to work a minimum of 21 hours or more per week.

Should the hours of such employees be permanently reduced to below 21 hours, such employees will be covered by the provisions of Article 8.

It is agreed that this language will be in effect for employees who transfer from full to part time status during the life of the Agreement.