

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, (C.L.C.-A.F.L.-C.I.O)

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INFORMATION SERVICES

1.01 This Collective Agreement is made and entered into between the Montreal Gazette, a division of Postmedia Network Inc., through its authorized representatives, a party of the first part, hereinafter called the Employer and the Montreal Newspaper Guild, CWA/SCA Canada Local 30111 (C.L.C.-A.F.L.) 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 Electronic Data Processing Department (EDP) 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 January 31, 1989 and amended on April 27, 1989 and November 12, 1998 (File# AM9806S017 (AM8812S096)).

JURISDICTION

3.01 The jurisdiction of the Guild shall include all work normally or at present performed by employees within the bargaining unit as defined by the certification issued by the Commissaire du Travail on January 31, 1989 and amended on April 27, 1989 and November 12, 1998.

3.02 It is agreed that during the term of this Agreement the general rule shall be that the work now being performed by such employees will be assigned to employees covered by this Agreement.

However, it is understood that the present practice of others outside the bargaining unit performing tasks normally done by employees covered by the present Agreement, in the interests of efficiently servicing the Employer's production needs, may continue provided such work does not have the intent or result of employees in the bargaining unit losing employment with the Employer, or the intent of eliminating the bargaining unit.

In addition, and notwithstanding the provisions of other articles that could be interpreted to the contrary, it is understood that nothing in the present Collective Agreement shall prevent the Employer from assigning employee members of the present bargaining unit to perform computer/systems related work falling under the jurisdiction of the Editorial bargaining unit, nor from assigning Editorial computer/systems employees to perform work falling under the jurisdiction of the present Agreement.

3.03 Work resulting from the application of any 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, provided such assignment does not impede the efficiency of the operations and remains within the scope of the above certification.

Should the application of technological change create a situation where the Employer desires to add to or remove work functions from the jurisdiction of the Guild as defined by the present Article 3, both parties agree to meet promptly to arrive at an agreement to solve the problem including the amendment of Article 3 if necessary.

3.04 The Employer will notify the Guild in writing at least three (3) months in advance of any technological change as defined above susceptible to affect substantially the work performed by employees covered by this Agreement. The Employer agrees to meet with the Guild within ten (10) days of such notice to discuss the approach to training, potential layoffs if any and/or any problem(s) that might arise because of such change.

3.05 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 EDP department.

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.

3.06 Should the Employer decide to permanently transfer work as described above outside the bargaining unit, and should such transfer result in the layoff of any employees, it is understood that the provisions of 8.12 & 8.13 of the Collective Agreement and of the Letter of Understanding re: EDP Department Reorganization/Technology Change, shall be applied.

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 units 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. However, it is understood that meetings will be scheduled at times to be mutually agreed upon considering first the demands of production.

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 of the EDP department shall be absent at any one time.

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

5.01.2 It is agreed that the Unit chairperson or his/her deputy may perform Guild duties during working hours without loss of wages, providing such duties are limited to urgent union business which cannot be performed outside working hours.

5.02 The Employer agrees to provide and maintain for the Guild's exclusive use a notice board to be installed in a mutually satisfactory location for official Guild notices.

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 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) representative, member of the Guild whose name 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 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 contributions 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, the 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 prevailing prior to the cause of the dispute shall be maintained until decided as provided above, when the immediate implementation of such cause of the dispute

could result in a prejudice that is not susceptible or difficult to be compensated by an arbitrator's award for the employee(s) involved.

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 Employer decide, after an arbitrator has been agreed to or appointed, to withdraw the grievance, the Employer 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 In all cases of discharge the employee and the Guild shall be furnished with all pertinent details. These details shall then be forwarded to the employee and the Guild in writing within three (3) working days.

8.02.1 Employees dismissed for reasons other than disciplinary shall receive severance pay.

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 When layoffs to reduce staff are to be made, the Employer shall determine in which classification(s) such reduction shall take place, and the employee with the least seniority in that classification shall receive a minimum of three (3) weeks notice or pay in lieu of, in addition to any other benefit to which he/she is entitled by other provisions of the collective agreement. Such notice or compensation in lieu of is distinct from and in addition to severance pay payable under Article 25.

However, it is understood that the sum of such notice or compensation in lieu of and severance pay shall be considered as Prior notice of dismissal for the purposes of any government legislation, but shall amount at least to the provisions of such legislation.

8.05.1 In the application of Article 8.05 and for the purpose of including part-time employees in the seniority list of their respective classifications, part-time employees shall be credited with all part-time hours actually worked within such classifications.

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, provided his/her seniority is greater than that of the employee whom he/she is bumping.

The employee claiming work at the new classification shall be given a trial period of two (2) weeks providing he/she is qualified for the new classification and can demonstrate within such time sufficient aptitude to learn the work.

8.07 A full-time employee who is laid-off may elect to make himself/herself available for part-time employment within the bargaining unit. Should a vacancy subsequently occur in the laid-off employee's position, he/she shall be re-hired in preference to any other applicant.

8.08 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 job offer in the classification and status from which the employee was laid off shall result in the employee being dropped from the list.

8.08.1 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.

8.09 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.

8.10 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.

8.11 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 23.

8.12 Notwithstanding the generality of section (c) of this Article, no regular employee shall lose employment because of technological change.

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

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.

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

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 of this Article, no regular employee in the employ of the Employer prior to December 16, 1992 shall lose employment because of organizational change.

8.13.2 Dismissal or lay-off of employees whose jobs are not protected under the terms of section 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.

8.14 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 the 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.

8.14.1 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.

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

8.15 An employee's seniority is defined as the length of continuous service in the Electronic Data Processing unit of the Employer.

An employee is entitled to exercise his/her seniority in the choice of vacant job openings as provided by Article 13, and, in cases of layoff, in claiming another post by bumping as provided by Article 8.06.

8.15.1 Seniority 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 Article 10, 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 absence.

8.16 A break in continuity of service in the determination of seniority or Company service standing shall only be considered to have taken place if the employee resigns, is discharged for cause or is laid off and not rehired within a period of twenty-four (24) months. Refusal to accept a full-time job offer in the position from which an employee was laid off shall be considered as voluntary resignation.

8.16.1 Any Guild employee from another bargaining unit 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.

When a part-time employee is hired full-time, he/she shall be credited with all part-time hours actually worked.

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

8.17 It is agreed that part-time employees may only exercise their seniority in relation to other part-time employees except in cases of layoffs as outlined in this Article.

SALARIES

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

9.01.1 The regular minimum straight-time weekly wages for day shift work shall be as follows:

GROUP 1: Technical Services Coordinator II

	To start	After 1 yr	After 2 yrs	After 3 yrs	After 4 yrs	After 5 yrs
Nov. 16, 2014:	\$1054	\$1118	\$1185	\$1251	\$1318	\$1401
Nov. 16, 2015:	\$1065	\$1129	\$1197	\$1264	\$1331	\$1415
Nov. 16, 2016:	\$1081	\$1146	\$1215	\$1283	\$1351	\$1436

GROUP 2: Analyst/Programmer, Technical Services Coordinator I

	To start	After 1 yr	After 2 yrs	After 3 yrs
Nov. 16, 2014:	\$971	\$1042	\$1114	\$1198
Nov. 16, 2015:	\$980	\$1053	\$1125	\$1210
Nov. 16, 2016:	\$995	\$1069	\$1142	\$1228

GROUP 3: Computer Operations & End User Support Person

	To start	After 1 yr	After 2 yrs	After 3 yrs
Nov. 16, 2014:	\$711	\$782	\$862	\$943
Nov. 16, 2015:	\$718	\$790	\$870	\$953
Nov. 16, 2016:	\$729	\$801	\$883	\$967

GROUP 4: Office Administrator

	To start	After 1 yr	After 2 yrs	After 3 yrs
Nov. 16, 2014:	\$728	\$766	\$808	\$881
Nov. 16, 2015:	\$735	\$773	\$816	\$890
Nov. 16, 2016:	\$747	\$785	\$828	\$903

Night-shift and split-shift differentials will be paid at a rate of \$12.00 each such shift worked.

9.02 Should the Employer wish to create a new classification 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.

9.03 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.

9.04 In the application of Article 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 Article 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 Article 9.01. The date of such earlier advancement shall become the employee's anniversary date for subsequent step-up increases.

9.05 There shall be no reduction in an employee's salary during the life of this Agreement, except in cases of demotion, voluntary transfer to a lower classification or bumping.

In cases of promotion to a higher classification, it is understood that employees may have their wages adjusted so that they receive at least the minimum straight-time weekly salary for their new classifications and experience. In no case, however, will an employee's new rate of pay in the higher classification be less than his/her rate of pay in the lower classification.

9.06 The hourly rate of pay shall be one thirty-fifth (1/35) of the weekly rate provided by Article 9.01.1.

9.07 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 the present paragraph shall not apply to work assigned under the provisions of Article 3.02 of the present Agreement but that under no circumstances shall the employee receive less than his/her regular rate of pay.

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.

10.01.1 No employee shall be employed for less than a full shift as provided for above except when discharged for cause or excused at his/her request. Overtime shifts, other than pre and/or post-shift overtime, shall consist of no less than four (4) hours.

10.01.2 For employees working a standard work week as outlined in Article 10.01 two consecutive days off will be granted whenever practical.

10.02 Day shifts shall be between 7 a.m. and 7 p.m. Night shifts shall be between 7:00 p.m. and 7:00 a.m. It is understood that shifts running from day into night hours or vice versa shall also be considered as night shifts.

10.03 A lunch period of one (1) hour without pay shall be allowed for each shift. 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.

10.04 It is understood that the above paragraphs shall not preclude the Employer from revising these work schedules to any other 35 hour work week which does not exceed five (5) days.

The Guild shall be notified accordingly in writing at least two (2) weeks in advance and it shall have the right to propose alternative schedules which meet the Employer's needs, without incurring overtime.

Should it be impossible to reach an agreement, the Employer's schedules shall be implemented, but may be referred to the grievance procedure. In such a case, the burden of proof shall be upon the Employer.

10.05 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 and may be subsequently modified in order, for example, to replace an employee who is unexpectedly absent. In emergency situations, choice of employee(s) shall be done, as much as possible, on a rotation basis within the classification involved. An employee who requests a change in his/her posted schedule will do so five (5) days in advance of the desired change.

10.06 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 opportunities to work such overtime shall be offered as equitably as possible to all employees qualified to fulfill the assignment.

However, it is understood that an employee may refuse such work when another qualified employee is willing and available to handle the work assignment without disruption.

An employee who declines to work overtime shall not be penalized on future opportunities to work overtime.

Overtime shall not be used by the Employer to avoid creating full-time positions.

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 a part-time employee in excess of the hours of a regularly established shift of seven (7) hours shall be paid in accordance with 11.03 upon completion of his/her scheduled hours of work for such week.

For purposes of this Article, days absent due to sickness, accident, statutory holidays, vacations, leaves of absence provided by the present collective agreement or absence authorized by the Employer, shall be considered as days worked and paid at straight-time rate.

11.03 All time worked before or in excess of the hours of a regularly established shift shall be paid for at time and one half for the first three hours and double time thereafter.

11.04 Overtime hours that an employee works under this Article 11 and/or Article 16 shall be compensated in cash or time off, at the choice of the Employer; both are calculated at the overtime rate. Overtime paid in time off shall be taken on a schedule mutually agreeable to the employee and the Employer. However, unless mutually agreed to, no more than the equivalent of one (1) work week in time off may be accumulated at any given time. It is also understood that cash or equivalent in time off must be taken no later than six (6) 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 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.

11.06 An employee who works on his/her day off shall be paid the rate of time-and-one-half for the first seven (7) hours and double time for all subsequent hours worked.

11.06.1 Employees called back to work and who are authorized to work on the problem from home shall be compensated in cash or equivalent time off at the overtime rate for all hours worked.

11.07 Employees who have left the building and who are called back for overtime, after more than one hour from termination of regular hours of work, shall receive cash or time off at the regular 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 this guarantee shall not apply to notification to report early or when employees have been notified of the call back before leaving the building.

11.07.1 An employee assigned to be “on-call” shall be provided with a cell phone during the period of his/her “on-call” assignment and shall receive \$30 for each day of being “on-call” whether he/she receives a call or not. Such premium shall be paid in addition to other compensation such an employee may be entitled to under 11.07.

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.

PROMOTIONS AND TRANSFERS

13.01 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.

13.02 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.

Should the Employer decide to fill the vacancy it shall be posted in accordance with the procedures outlined in Article 13.

Notices of positions to be filled and the subsequent candidate chosen shall be posted to expeditiously inform the employees within the bargaining unit, and the Guild, when each such position is filled.

13.03 When the Employer must fill a vacancy or position within the bargaining unit the Employer shall post a notice of such vacancy or position on its board and provide a duplicate notice for the Guild.

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

The Employer or the Guild may apply on behalf of any employee absent from work during the posting period.

13.04 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.

13.04.1 Any employee from the bargaining unit may apply for positions or vacancies that have been posted in other departments 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.

13.05 A transferred or promoted 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 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 the 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 promoted or transferred employee may elect to return to his/her former position within his/her former classification without penalty or prejudice.

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 transfer 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.

13.06 An employee 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.

PART-TIME AND TEMPORARY EMPLOYEES

14.01 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.

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

14.03 A temporary employee is one employed for:

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

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

14.03.2 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 14.07 & 14.08.

However, such temporary employees shall be paid vacation pay weekly in accordance with the percentage schedule outlined in Article 16.03 Vacations.

14.04 Full-time students may be employed for training purposes and for vacation relief during the summer academic vacation period and for not more than one (1) 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.

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.

14.05 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 to a maximum each year of the number of hours constituting fifty-two (52) normal work weeks.

14.06 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 16.03 Vacations.

The Employer shall continue its practice of granting unpaid leaves of absence to part-time employees for vacation.

14.07 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:

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.)

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.

Such part-time employees are not covered by the provisions of Article 15.06.

14.07.1 Such part-time employees who meet the requirements outlined above in section 14.07 shall be covered by the provisions of section 14.07 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

14.08 Part-time employees other than those defined in section 14.10 of this Article shall be covered by all terms of this Agreement with the following exceptions:

14.08.1 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.

14.08.2 Such part-time employees are not covered by Article 15.03 and 15.06.

14.08.3 Such part-time employees shall not be covered by Article 20 with the exception of maternity leave.

14.09 It is understood that time worked by a part-time or temporary employee in excess of the hours of a regularly established shift as outlined in Article 10 shall be compensated in accordance with Article 11.03.

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

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

STATUTORY HOLIDAYS

15.01 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, consultations between the parties shall take place as to which day shall be celebrated for any of the above statutory holidays but it is agreed that the Employer shall have the right to take 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 Electronic Data Processing Department on the day immediately preceding or following the statutory holiday, then the employees in the Electronic Data Processing bargaining unit shall celebrate the statutory holiday(s) on the day that the Employer has decided to close.

15.01.1 When an employee's religious Holy Day does not fall on the 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 15.07.

15.02 All regular full-time 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.

15.03 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.

15.04 In addition to the day's pay outlined in Article 15.02 or cash or equivalent time off, as outlined in Article 15.03, all employees who agree to work on any of the above statutory holidays shall be compensated at double their straight-time rate for all hours worked, with a minimum of a full shift at this rate.

All employees who agree to work pre and/or post-shift overtime on any of the above holidays, shall be compensated in cash or equivalent time off at the straight-time rate plus double time for all such overtime hours worked.

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

15.05 It is understood that for the night shift, the statutory holidays mentioned above, or the days celebrated as such, will be celebrated the night prior to said holiday or days celebrated as such.

15.06 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.

15.06.1 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.

15.07 All regular full-time employees 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.

Upon termination of employment, the Employer shall pay an employee the equivalent time off in cash for any days off not taken.

VACATIONS

16.01 All regular full-time and, subject to 14.05, 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 vacations with pay:

<u>YEARS OF SERVICE</u>	<u>VACATION</u>
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

16.02 Regular full-time and, subject to Article 14.05, 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:

SERVICE	VACATION
1 month	1 day
2 months	2 days
3 months	3 days
4 months	4 days
5 months	5 days
6 months	6 days
7 months	8 days
8 months	10 days
9 months	11 days
10 months	12 days
11 months	14 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.

16.03 Any regular full-time and, subject to Article 14.05, part-time employees covered by this Agreement leaving his/her place of employment voluntarily or otherwise shall receive any outstanding weeks of vacation entitlement plus a percentage of the employee's gross earnings since the beginning of the current vacation year to be paid as follows:

LENGTH OF CONTINUOUS SERVICE	%
Less than 1 year	4%
1 year, but less than 6 years	6%
6 years, but less than 12 years	8%
12 years, but less than 20 years	10%
20 years or more	12%

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

16.05 No deduction of sick leave shall be made from overtime or vacation credited, or to be credited, to the employee.

16.06 Payment for vacations shall be made by direct deposit during the week for which it is made to apply at the rate of pay equal to the employee's current salary.

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

16.08 Summer vacations, which shall consist of two (2) consecutive weeks, shall be scheduled between May 22 and September 10 by seniority and with consideration to the needs of the Company.

However, this shall not preclude an employee taking these two weeks of vacation outside the summer period or taking additional vacations during unclaimed weeks of the summer period.

16.09 Application lists for vacation time shall be posted by April 1 of each year.

In the event of conflicting applications, seniority 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 priority rights.

16.10 The third, fourth, fifth and sixth week of vacation shall be scheduled from May 1 to May 31 and from Labor Day to April 30 of the following year by seniority and with consideration the needs of the Company.

It is agreed that employees entitled to a third week of vacation will have choice of vacations over those employees entitled to a fourth week of vacation, those employees entitled to a fourth week of vacation will have choice of vacations over those employees entitled to a fifth week of vacation and those employees entitled to a fifth week of vacation will have choice of vacations over those employees entitled to a sixth week of vacation.

In the event of conflicting applications under this section, seniority will be the deciding factor.

16.11 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.

16.12 Employees hired to replace employees on vacation or employees transferred to replace employees on vacation at 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 transferred employees be paid less than their actual salary in their present classification.

LEAVES OF ABSENCE

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

17.02 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.

17.03 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.

17.04 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 20.07. Such leave will not be unreasonably denied.

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

17.06 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.

17.07 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

17.08 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.

17.09 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.

17.10 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.

17.11 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.

17.12 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.

17.13 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

18.01 The Guild reserves to its members the right to refuse to process material received from or destined for a commercial printing or newspaper plant in which an authorized strike by, or lock-out of, a union affiliated with The Newspaper Guild is in progress.

The Guild will give the Employer forty-eight (48) hours' notice that a strike or lock-out is in progress before the processing of material may be stopped in accordance with the foregoing provision. The Guild agrees that any refusal to execute work will be governed and limited by this Article.

However, it is understood that in the event of such refusal, the Employer shall have the right to insure the processing of such material and to lay off, without notice, as deemed necessary by Management.

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 employee(s), once on a sympathy strike, shall not be permitted to resume work until the picket lines are lifted.

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

HEALTH & SAFETY

19.01 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.

19.02 The above 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. Unanimous recommendations submitted by the Committee in accordance with Article 19(a) shall be implemented by the Employer.

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

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

19.05 All necessary safety equipment shall be supplied by the Employer.

19.06 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 dollars(\$300) per twenty-four (24) month period.

BENEFITS

20.01 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.

20.02 Should government legislation be introduced during the term of this Agreement which affects any benefit included in the Group Insurance Plan, referred to in Article 20(a), 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.

20.03 PENSION BENEFITS: 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 group insurance plan in force as of the date of ratification of the present Agreement 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 benefits (major medical & hospital), in accordance with

the above 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.

20.04 Employees who have retired prior to the implementation of the group insurance benefit plan in force as of the date of ratification of the present Agreement shall continue to be covered by the provisions in effect when they retired.

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

20.05.1 Beginning with the third week of a maternity, 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) month term following the return will nullify the maternity benefit and the employee shall reimburse the Employer all the monies received within ten (10) days.

20.05.2 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.

20.06 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.

20.06.1 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 and other length-of-service benefits.

20.06.2 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.

20.07 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 unforeseen 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.

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

20.09 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.

20.10 WORKERS' COMPENSATION: If a full-time 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 Act Respecting Industrial Accidents and Occupational Diseases, 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 Article 9 of this Agreement.

MISCELLANEOUS

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

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

21.02.1 maintain order, discipline and efficiency;

21.02.2 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.

TECHNOLOGICAL CHANGE

22.01 Technological change is a change brought about by the introduction of any equipment or new processes which function as a substitute for, or evolution of the present work in the department.

SEVERANCE PAY

23.01 Regular employees who are laid off to reduce staff for economy reasons under the provisions of 8.03, or because of sale or merger or discontinuance of the publication under 8.11, or because of an organizational change under 8.13, or who resign voluntarily under provisions of 8.09 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 dismissal for reasons other than disciplinary or in cases of lay-off(s). In the case of a part-time employee, severance pay shall be computed at the average straight-time weekly salary paid to such employee during the fifty-two (52) weeks immediately preceding such dismissal for reasons other than disciplinary or lay-off(s).

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.

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 legislation.

RETRAINING

24.01 When the Company decides to retrain its employees, it is agreed that it will first retrain qualified regular employees, covered by this Agreement who desire to convert their present skills to the skills required by the new processes or equipment and who can demonstrate within an appropriate trial period that they have sufficient aptitude to learn the work, in order of priority. When only part of the workforce has to be retrained, such retraining shall be given in order of priority 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 whenever necessary with the Guild to evaluate its results and to discuss any problems encountered.

24.03 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.

24.04 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 pre-authorized expenses incurred in connection with the retraining shall be paid by the Employer and that, in addition to his/her regular wages, the employee shall be granted the equivalent time off another shift to be scheduled by mutual agreement between the employee and the supervisor.

24.05 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.

24.06 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 had been obtained, the Employer pays 100% of the costs. This is paid at the time of enrolment if the program is to be completed in one attendance period of consecutive days.

However, over an extended period, the Employer's standard is payment of 50% of the program costs at the time of enrolment 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.

24.07 Where an employee attends a course or seminar and is reimbursed for his/her expenses therewith which exceed \$1,000 excluding salary, the employee shall agree to remain with the Employer as an employee for a period of one (1) year following the completion of the course. Should an employee not fulfill this requirement, he/she shall reimburse the Employer for 100% of the costs incurred. Should the employee cease to fulfill the requirement at any time within the one year period, he/she shall reimburse the Employer at the rate of 8% of the cost incurred for each month of the year for which the requirement is not fulfilled, and all employees shall sign such an undertaking with a copy to be provided to the Guild prior to receipt of expense monies from the Employer. It is understood that this provision shall not apply to Employer initiated terminations of employment.

LABOUR RELATIONS

25.01 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 one (1) representative of the Employer and one (1) representative for 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 representative of either party may request the assistance at meetings of resource persons.

DURATION OF AGREEMENT

26.01 The present Agreement shall commence on Nov. 16, 2014 and expire on Nov. 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 prior to the expiry of the Agreement, the Employer and the Guild may initiate negotiations for a renewed collective agreement. The terms and conditions of the present Agreement shall remain in effect until the signature of a new Agreement unless one or the other of the parties exercises its right to strike or lock-out.

THE MONTREAL GAZETTE, A DIVISION OF POSTMEDIA NETWORK INC.

Robert Pruden
Lucinda Chodan
Donna Dudka
Eileen Flood

THE MONTREAL NEWSPAPER GUILD

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

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 VACATION & LEGACY VACATION LEAVE

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 Apr 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 Jan 1, 2015 to Apr 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
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
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.

**LETTER OF UNDERSTANDING
RE: EDP DEPARTMENT REORGANIZATION/TECHNOLOGY CHANGE**

The parties recognize that organizational and/or technological changes may be implemented during the life of the present collective agreement, which may result in the elimination of classifications, in the creation of new classifications and in the layoff of employees.

Notwithstanding the provisions of Article 3, it is understood that:

Work normally or at present performed by employees within the bargaining unit may be transferred out of the bargaining unit free of jurisdictional claim;

Work presently excluded from the bargaining unit may be transferred into the bargaining unit; and

Work for other enterprises owned by the Montreal Gazette's parent company may be assigned to employee members of the bargaining unit free of potential future jurisdictional claim.

It is agreed that the provisions of Article 3.02 pertaining to the restriction of others outside the bargaining unit performing bargaining unit work when there are layoffs shall not be in effect with respect to the planned loss of employment of Laura Guralnik.

It is agreed that the provisions of Article 8.12 and 8.13.1, shall not be in effect with respect to the planned loss of employment of Laura Guralnik.

Notwithstanding any of the above, Laura Guralnik will not be laid-off immediately so long as a substantial portion of the work in her original classification justifies the continuation of full time employment.

Should Laura Guralnik be laid off under the provisions of this letter, such layoff shall be covered by the following provisions:

Any employee laid off during the life of the present agreement shall be placed on a rehiring list for up to twenty-four (24) months. Any job openings during that period, for which internal candidates cannot be found, and for which laid off employees are qualified or have appropriate skills, education and experience, shall be offered to employees on that list in order of Company service. It is further agreed that a copy of the memo announcing all such job openings shall be mailed to laid-off employees at the time they are posted.

The agreed to severance provisions applying to all regular employees losing employment due to the implementation of these changes shall be those of Article 23 applied at the rate of 1.5 week's straight-time wages for every four (4) months of continuous Company service or major fraction thereof, up to a maximum of seventy-eight (78) week's wages.

It is understood that the straight-time wages used for the purposes of calculating this particular severance pay shall be the higher of the applicable wage scales for the second year of the Collective Agreement or those in force at the date of the lay-off(s).

A professional, independent agency will be made available to counsel and assist laid off employees to select alternate employment, career options, education or retraining, preparing resumes and job interview techniques, financial counseling, etc. It is understood that the maximum Employer paid allowance for such above services shall not exceed one thousand (\$1,000) dollars.

The Employer's contribution to life insurance, medical and dental benefits are to be maintained by the Employer for a period of three (3) months following layoff.

As of ratification of the present agreement and for the purposes of applying the present Letter of Understanding, it is agreed that all prior notices of lay-offs to the Guild and to the employees involved will be deemed to have been given in accordance with the principles of the collective agreement.

It is understood that the provisions of the present Letter of Understanding will be implemented at the Employer's discretion and at the dates(s) and time(s) it deems appropriate.

Laura Guralnik will remain in her analyst/programmer classification until her layoff.