

**MEMORANDUM OF AGREEMENT**

*between*

**THE WINDSOR STAR, A DIVISION OF CANWEST PUBLICATIONS INC.**

*and*

**National Automobile, Aerospace, Transportation and General Workers Union of Canada,  
CAW and its Local 240**

**(Editorial and Reader Sales and Service Units)**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_ between The Windsor Star, a division of Canwest Publications Inc., hereinafter known as the Employer, and the National Automobile, Aerospace, Transportation and General Workers Union of Canada, CAW and its Local 240 (CLC) hereinafter known as the CAW, for itself and on behalf of all employees of the Employer described in Article 1.

**ARTICLE 1  
COVERAGE:**

**1.1.** This Agreement covers all employees in the following bargaining units:

**1.1(a)** all employees of the Employer in the Editorial Department in the Province of Ontario, save and except Editor, Managing Editor, Associate Editor, Editorial Page Editor, Assistant Managing Editor, News Editor, Metro Editor, Business Editor, Assistant Metro Editor-District, Photo Editor, Executive Sports Editor, Sports Editor, Editor-Editorial Services, Librarian, and Administrative Assistant;

**1.1(b)** all employees of the Employer in the Reader Sales and Service Department in the Province of Ontario, save and except Director of Reader Sales and Service, Assistant Reader Sales and Service Manager, Clerical Supervisor, Reader Sales and Service Supervisor and Secretary to the Director of Reader Sales and Service.

**ARTICLE 2  
JURISDICTION:**

**2.1(a)** The jurisdiction of the CAW is the kind of work either normally or at present performed by employees within the bargaining units and new or additional work assigned to be performed by employees within the said units. Such work shall be assigned only to employees in each bargaining unit, except to the extent that it is customarily or at present performed by persons filling the excluded positions named in Article 1, Coverage.

For the purposes of clarity, it is agreed that the foregoing shall not permit any increase in or enlargement or expansion of the amount of bargaining unit work being carried out by persons filling the excluded positions.

**2.1(b)** Full-time staff will continue to cover all regular work within the jurisdiction of the newsroom (i.e. all work traditionally done by full-time employees), but the use of freelancers to help The Star provide specialized expertise and opinion is allowed.

**ARTICLE 3  
UNION SECURITY:**

**3.1.** The Employer recognizes the CAW as the exclusive bargaining agent for all employees covered by this Agreement.

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All employees will be required to complete and sign an Application for Membership and Authorization for Checkoff of Dues and Initiation Fee on Form A230-86, supplied by the Union to the Company. The Local Union copy of this form will be forwarded to the Local Union Financial Secretary upon completion.

All dues and initiation fees deducted must be remitted to the Local Union Financial Secretary, along with a list of names and the amount of each deduction, not later than the 10th day of each month. The Company will also supply a list of those members who did not have Union dues deducted and the reason why no deduction took place.

The Financial Secretary of the Local Union will notify the Company of any change in the amount of Union Dues and/or Initiation Fee to be deducted in line with the constitutional requirement of the National Union.

**Part-Time Employees:**

All part-time employees who earn the equivalent of 40 hours pay during a calendar month must have the union dues of two (2) hours and twenty (20) minutes straight time pay and for part-time employees who earn less than forty (40) hours per month, one (1) hour and ten (10) minutes straight time pay deducted by the Company and then forwarded to the Local Union Financial Secretary.

Any part-time employees who complete the regular probationary period must pay Initiation Fees of \$20 as a condition of further employment.

**3.2.** A new employee shall be advised of the name and location of his/her union representative. Whenever the union representative is employed in the same work area as the new employee, the Employer will introduce him/her to his/her union representative who will provide the employee with a copy of the collective agreement. The Employer agrees that a Union representative will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes some time during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

**ARTICLE 4**

**DUES DEDUCTION:**

Union dues are payable from the first full pay received by the employee following the date of hire. Minimum amount of union dues shall be:

- a) two hours and 20 minutes straight time per month
- b) for those members paid by the hour, day, week or month, the dues shall be based on the amount earned per straight time hour in the last payroll period before the dues are payable

For those whose earnings may vary, straight time earnings shall be based on average earned per hour in the last month worked.

Amount includes: cost of living allowance; any amounts considered regular pay; incentive earnings.

Amount does not include: shift premiums, overtime premiums; Saturday, Sunday and holiday premiums.

Dues are payable when member receives benefits in lieu or work such as outlined in the CAW Constitution.

The Employer recognizes that time may be required during working hours by CAW representatives to carry out the provisions of this Agreement. In this respect,

the Employer agrees not to discriminate against or discipline the representatives so appointed for actions taken by them in carrying out these provisions provided prior notification is given to the supervisor(s) of the affected department(s) and so long as such actions do not unnecessarily interfere with the performance of their duties as employees.

The Employer further agrees that there shall be no discrimination or disciplinary action taken against any CAW representative for carrying out CAW business outside working hours.

The Employer shall make every effort to allow an employee filling the position of Unit Chairperson to continue to work for the duration of his/her term, the regular shift he/she is working when elected, if the employee so chooses. The term regular shift includes the traditional practice of rotational shifts, weekend shifts, split shifts and night shifts in certain departments.

## **ARTICLE 5**

### **PROMOTIONS AND TRANSFERS:**

All vacancies in job classes covered by this Agreement shall be posted in all departments for a period of not less than seven (7) calendar days.

**5.1a)** Copies shall also be sent to bureau personnel and other employees not reporting to the Windsor office on a regular basis. Employees shall have seven (7) calendar days to apply for the position before the Employer advertises for candidates or permanently fills the position. Employees wishing to apply for such vacancies must do so in writing within seven (7) calendar days of the posting date. All such candidates shall be interviewed and given full consideration for the vacancy. The Employer shall make every reasonable effort to notify all candidates in writing of the final decision before a general announcement is made. An employee, upon request, will be given the opportunity to discuss with his/her department head why his/her application for a vacancy was declined.

**5.1b)** Employees who wish to be considered for vacancies in specific classifications or for promotion or transfer may file standing applications with the Human Resources Department and their departmental manager.

**5.1c)** The Employer shall give full consideration as provided in sections above to all part-time employees applying for full-time vacancies.

**5.2a)** Age, sex, sexual preference, race, creed, colour, national origin, marital or family status, political beliefs, or handicap have never been considerations for employment with the Employer, and the Employer agrees that this policy shall continue.

**5.2b)** The Employer reaffirms its position as an equal opportunity employer. A statement to this effect shall be included on all job opportunity notices both internal and external.

**5.3.** In the event an employee is transferred to or from a satellite office, whether in the same enterprise or in another enterprise conducted by the Employer, he/she shall be considered to be on a trial period for up to three (3) months. The Employer recognizes that some employees may prefer not to be transferred; therefore, no employee will be transferred without prior discussion with the employee and/or the CAW, if necessary. However, when a transfer is deemed to be necessary, the Employer will consider the wishes of those who indicate a desire not to be transferred and shall first consider an employee who is willing to accept the transfer. The Employer shall pay all authorized moving expenses of the transferred employee.

**5.4.** It is understood that, under normal circumstances, hires or transfers to or from a satellite office shall be reviewed every two (2) years. If the employee

requests a transfer at this time, volunteers will be sought to fill the position, from the applicable job classification. Further reviews shall take place every six (6) months thereafter. Such review shall include a discussion of the employee's prospects of transferring to the Windsor office and, when requested, a written summary of the discussion shall be provided to the employee.

5.5. In case of an emergency, the Employer may temporarily transfer an employee to or from a satellite office. In such case, the Employer need only notify the employee of the reason for the transfer and the probable duration of the transfer. Such transfer shall not normally exceed three (3) months.

5.6. The Employer agrees to avoid, whenever possible, transferring an employee to or from a satellite office more than once every six (6) months.

5.7. The Employer shall make every effort not to transfer an employee to another job classification against his/her wishes. There shall be no reduction in salary or impairment of benefits as a result of such a transfer. An employee shall not be transferred to a position outside the bargaining unit without his/her consent and shall not be penalized for refusing such a transfer.

5.8. The Employer shall continue its policy of promotion from within, whenever suitable candidates are available. Where, according to criteria stipulated by the Employer, two or more candidates are relatively equally suited for the position, the person with the greater seniority will be granted the position.

5.9. An employee promoted to a higher classification shall be given a trial period for up to three (3) months. In the event the employee is found unsuitable, the Employer may return the employee to his/her previous classification. In such event, the employee shall receive the salary the employee would have received had the employee never been promoted.

5.10. An employee promoted to a higher classification shall receive the minimum in the new classification next higher in dollars than the employee's present salary.

5.11. During the trail period, the employee may elect to return to his/her previous classification and shall receive the salary the employee would have received had the employee not been promoted. The period of service in the higher classification shall be counted for all purposes as service in the classification from which the employee was promoted.

5.12. An employee who transfers or is promoted to a temporary position shall have the right to return to his/her regular position when the temporary job ends and shall receive the same salary the employee would have received had the employee not been transferred or promoted. Unless mutually agreed to, while in a temporary position an employee can not apply for another temporary position until the current temporary position has ended. It is understood that this latter restriction shall not apply if the employee is applying from a temporary part-time position for a temporary full-time or a permanent part-time or full-time position. The period of service in the temporary position shall be counted for all purposes as service in the position from which the employee was transferred or promoted.

## **ARTICLE 6**

### **NO STRIKE, NO LOCKOUT**

The Employer agrees that during the term of this Agreement, there will be no lockout as defined by the Labour Relations Act. The CAW agrees that, during the term of this Agreement, there will be no strike as defined by the Labour Relations Act.

## **ARTICLE 7**

### **JOB ASSIGNMENTS FOR READER SALES AND SERVICE DISTRICT MANAGERS:**

7.1. When the Employer must fill a vacant district, the Employer shall post notice of the vacant district and district managers seeking a change in districts shall be given seven (7) days to apply for the district before the Employer advertises for candidates or permanently fills the district. All employees seeking reassignment shall be given consideration. Where, according to the criteria stipulated by the Employer, two or more employees are relatively equally qualified, the person with the greater seniority will be given preference.

For the purpose of this Article, a vacancy occurs when an employee resigns, retires, dies, is promoted or transferred to another classification and/or department, is dismissed, when an additional employee is to be hired or when a new position in the bargaining unit is established.

7.2. When the Employer is contemplating reassigning a District Manager, the Employer shall first discuss the reassignment with the District Manager involved and shall take into consideration the employee's stated preference(s) for districts. The Employer shall also take into consideration the wishes of an employee who prefers not to be reassigned. Where, according to the criteria stipulated by the Employer, two or more District Managers are relatively equally qualified and do not wish to be reassigned, the person with the greater seniority will be given preference. Whenever possible, the employer shall give a District Manager at least two (2) weeks notice of reassignment.

7.3. Reassignment of districts shall not be used for disciplinary purposes.

7.4. The Employer shall give full consideration to a request for a reassignment from a District Manager. Such consideration shall include a discussion with the District Manager and an explanation of the Employer's decision on the request.

7.5. When the Employer is contemplating a reassignment of districts in the Reader Sales and Service Department, each District Manager shall be given seven (7) days to submit his/her preference(s) for districts prior to any reassignment taking place. The Employer shall then undertake to assign districts. Where, according to the criteria stipulated by the Employer, two or more employees are relatively equally qualified, the person with the greater seniority will be given preference. At least one (1) week before the reassignments are effected, the Employer shall post notice of all reassignments.

7.6. The Employer agrees to avoid whenever possible reassigning an employee to or from a district more often than once a year.

7.7. Except where required to cover for days off, and vacations, and in the case of emergency which shall not exceed one (1) month, no District Manager shall be responsible for more than one district at any one time.

7.8. No District Manager shall be assigned to work in District 108, as it existed January 1, 2008, for longer than twenty-four (24) months without his/her consent. No District Manager shall be reassigned to District 108 for at least five (5) years without his/her consent.

## **ARTICLE 8 INFORMATION:**

8.1. Upon the signing of this Agreement, the Employer shall supply the CAW with a list containing the following information for all employees covered by this Agreement.

- (a) name, sex
- (b) date of hire
- (c) classification
- (d) experience rating and experience anniversary date

(e) salary, including merit pay

8.2. Within one (1) week of the hiring of a new employee, the Employer shall furnish the CAW in writing with the data specified in Section 1 for each new employee.

8.3. The Employer shall notify the CAW monthly in writing of resignations, retirements, deaths, and effective dates.

## **ARTICLE 9**

### **GRIEVANCE PROCEDURE:**

9.1. The CAW shall designate a committee of not more than four (4) people of its own choosing, including not more than three (3) employees, to take up with the Employer any matter arising from the interpretation, application, administration or alleged violation of this Agreement.

9.2. Efforts to adjust grievances shall be made on Company time if at all possible under substantially the following procedure:

**Step 1** All grievances shall first be raised with the supervisor or designate concerned as soon as possible after the occurrence giving rise to the dispute or disagreement.

**Step 2** In the event the dispute or disagreement is not resolved within the department concerned within seven (7) consecutive days of the time it is initiated, it shall be submitted in writing by the initiating party to the representative of the other party, stating the nature of the grievance, and the remedy sought, within seven (7) consecutive days.

**Step 3** Failing a settlement within fourteen (14) consecutive days of the date the dispute or disagreement is submitted in writing, either party may refer the dispute to arbitration within four (4) months. It is understood that if the initiating party fails to submit the matter to arbitration within four (4) months, it shall be deemed to have been withdrawn.

9.3. Any matter involving the interpretation, application, administration, or alleged violation of this Agreement (except renewal of this Agreement), including any question as to whether a matter is arbitrable, may be submitted to final and binding arbitration. Any matter referred to arbitration shall be heard by a single arbitrator selected from the list contained in the Letter of Understanding at the back of this Agreement, or such substitute as may be agreed to by the parties.

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

9.5. The Employer and the CAW shall each pay one-half (1/2) of the remuneration and expenses of the Arbitrator. Each will pay the compensation of their respective witnesses.

9.6. Notwithstanding the aforementioned procedure for resolving grievances, either party may refer a dismissal case directly to final and binding arbitration if it is not settled within fourteen (14) days of the date the grievance was first brought to the attention of the other party.

9.7. Whenever a stipulated time is mentioned under this Article, it refers to consecutive calendar days. The times stipulated herein may be extended by mutual agreement of the parties.

9.8. The Employer may dismiss a probationary employee for any reason whether the probationary period is extended or not, provided such dismissal is not otherwise arbitrary, discriminatory or in bad faith and this shall constitute a lesser standard for the purpose of Section 43.1 of the Labour Relations Act.

## **ARTICLE 10**

### **JOB SECURITY:**

10.1. There shall be no dismissal except for just cause. There shall be no disciplinary action taken against an employee except for just cause.

10.2. The Employer recognizes that discussions between employees and the Employer on matters of discipline are of a private nature and shall be conducted in private. When an employee is called to a meeting by management, and the purpose of the meeting is disciplinary in nature, the employee will be so informed before the meeting. A union representative will be notified of such meetings and will have the right to attend.

10.3. Reasons for discipline or discharge will be confirmed in writing to the employee and the CAW.

10.4. If the conduct or performance of an employee reaches the state where an expression of dissatisfaction is deemed necessary, the Employer shall advise the employee and the CAW in writing. If this procedure is not followed, such expression of dissatisfaction shall not become part of the employee's record and shall not be used against the employee. Such expression of dissatisfaction shall be removed from the employee's record after twenty-four (24) months and shall not then be used against the employee.

10.5. There shall be no dismissals as a result of putting this Agreement into effect.

10.6. There shall be no dismissal or other discrimination against an employee because of membership or activity in the CAW, nor because of age, sex, race, creed, colour, national origin, marital or family status, sexual or affectional preference, political belief, or irrelevant mental or physical handicaps.

10.7. Employees discharged, other than for gross misconduct, shall be given two (2) weeks' notice or two (2) weeks' pay in lieu of notice.

10.8. The Employer recognizes the economic hardship placed on employees faced with possible loss of employment due to layoff, and shall make every reasonable effort to avoid layoffs and to accomplish the necessary staff reductions through attrition. If the necessary staff reductions cannot be accomplished through attrition, the following procedure will be adhered to:

10.8a) The Employer shall immediately notify the CAW of the proposed staff reduction, advising it of the job titles, number of employees who could possibly be affected and an explanation of the need for the possible staff reduction.

10.8b) The CAW and the Employer shall immediately enter into discussions. The CAW shall have twenty-one (21) days in which to present the Employer with recommendations on how to obviate or alleviate such layoffs.

10.8c) The Employer shall seriously evaluate and consider all recommendations made by the CAW before making a final decision.

**10.8d)** No layoff notice(s) shall be given to employee(s) during the aforementioned twenty-one (21) day period.

**10.9.** Employees to be laid off shall receive three (3) weeks' written notice after the end of the discussion period outlined in Section 8 of this Article. During this time the Employer shall accept voluntary resignations from employees. The number of employees to be laid off shall be reduced to the extent that the payroll savings have been achieved by voluntary resignations.

**10.10.** Remaining layoffs, if any, shall be made within the classification(s) involved in inverse order of company seniority.

**10.11.** Notwithstanding his/her seniority status, the chairperson of the committee shall be continued at work when bargaining unit work is available.

Notwithstanding his/her seniority status, the first alternate of the committee shall be continued at work when bargaining unit work is available, provided the person has the ability and qualifications to perform the available work.

**10.12.** An employee on the seniority list who transfers or is appointed to a position excluded from the bargaining unit shall continue to accrue seniority for a period of up to one (1) year. For a period of ninety (90) days from the transfer out of the bargaining unit, the employee may choose to return, or be returned to his/her original position in the bargaining unit. If the employee is subsequently transferred from their excluded position they shall have the opportunity to apply for a job that has not been filled through the job posting procedure, and/or layoff and rehire procedure and he/she will be credited with seniority accrued to the date seniority was frozen.

**10.13a).** An employee laid off may elect to bump within his/her department into a lower classification in which he/she has worked, or is qualified to perform, or to a classification in which the employee has proven competence, provided that the employee's total Company seniority is greater than that of the employee whose position is being claimed. An employee thus displaced may similarly elect to bump or the employee may elect to take severance pay provided by Article 11. An employee who bumps into a lower classification shall be paid the top minimum for that classification, plus whatever dollar differential above the minimum the employee enjoyed in his/her previous classification.

**10.13b)** An employee laid-off who cannot bump within his/her current bargaining unit may elect to bump into a lower or lateral classification of another CAW bargaining unit provided that he/she has greater company seniority than the person he/she is displacing. The employee will be allowed to bump if, in the sole judgment of the Employer, he/she is qualified and has proven competence to perform the work involved. Such employee who bumps into another bargaining unit shall be given a four (4) week trial period to demonstrate his/her competence or determine his/her own unsuitability for the new classification. Should the Employer deem the employee's performance over such trial period not to be in the best interest of its operation or should the new classification be deemed unsuitable by the incumbent, the employee will be laid-off.

**10.14.** Each employee laid off to reduce the force shall be placed on a rehiring list for two (2) years. The Employer shall fill each bargaining unit vacancy with a person from the list. The person to be rehired shall be the employee with the most Company seniority who has worked or proven competence in the classification in which the vacancy occurs. Time spent on a rehiring list by a laid-off employee shall not constitute a break in continuity of service, but need not be counted as service time when computing seniority.

**10.15.** An employee rehired under Section 14 of this Article shall be paid the applicable minimum for the classification into which the employee is rehired plus any dollar differential above the minimum the employee was paid when laid off.



**10.16.** A laid-off employee on the rehiring list shall continue to be covered under Extended Health Care and Dental for the duration of the severance pay period.

**10.17.** Seniority shall mean length of continuous employment with the Employer. Employment shall be deemed continuous unless interrupted by (a) dismissal for just cause, (b) resignation or retirement, (c) refusal to accept an offer of rehire into the classification in which the employee was working when laid off, (d) a layoff for a period exceeding two (2) consecutive years, or (e) an absence for five (5) consecutive working days without providing satisfactory reason to the Employer.

The Company will accept as satisfactory reason an employee's conviction or charge for an offence arising out of the operation of a motor vehicle or if he/she is held in custody pending disposition of any charges.

**10.18a)** The CAW shall be given at least three (3) months notice of intent to introduce new or modified equipment, machines, apparatus, or processes which would result in a reduction of staff, involve the retraining of employees, create a new job classification, or alter the content of an existing job classification. No employee on staff as of January 1, 1996, shall lose employment as a result of the introduction of new or modified equipment, machines, apparatus or processes and the Employer further agrees to effect, by attrition, any reduction in staff resulting from said introduction. An employee so displaced shall be retrained at the expense and on the time of the Employer and shall continue in the employ of the Employer at no reduction in salary or impairment of benefits. The Employer undertakes to make every effort to provide the displaced employee with a comparable position.

**10.18b)** All employees required to work on or with new or modified equipment, machines, apparatus, or processes, shall be trained on the time and at the expense of the Employer.

**10.19.** New employees shall be considered probationary employees during the first ninety (90) days of employment. Such probationary period may be extended by mutual agreement.

## **ARTICLE 11**

### **SEVERANCE PAY:**

**11.1.** Upon termination of employment, except for dismissal for gross misconduct, retirement, or voluntary resignation, an employee shall receive severance pay in a lump sum equal to two (2) weeks pay for each year of service to a maximum of fifty-two (52) weeks. The employee may elect to receive a lump-sum payment or equivalent pay continuation for the length of the severance.

**11.2.** Any period of employment for which severance pay has actually been paid and not refunded shall not be counted as employment in calculating severance which may again become due after rehire.

## **ARTICLE 12**

### **HOURS AND OVERTIME:**

**12.1a)** The work week shall be five (5) days of seven and one-half (7 1/2) hours each falling within eight and one-half (8 1/2) consecutive hours. Entertainment and Sports department employees may work a split shift to meet the requirements of their work. It is agreed that split shifts shall be kept to a minimum by careful scheduling.

**12.1b)** Except for District Managers, every effort shall be made to grant employees consecutive days off. Employees requesting a switch of days off shall give the Employer forty-eight (48) hours notice of such a request. Such requests shall not

be unreasonably refused. In this regard, District Managers shall only be allowed to switch with a District Manager in a "sister district".

**12.1c)** If the Employer deems it necessary to change regular starting times of employees in the bargaining unit (other than a temporary change which shall not be for longer than one week) the Employer shall notify the CAW and the employees concerned to advise them of the contemplated change. The Employer shall give serious consideration to all suggestions made by the CAW and/or employees with regard to proposed changes in starting times.

**12.1d)** Lunch periods for Reader Sales and Service department employees shall be designated by the Employer. Such lunch periods shall not start earlier than two (2) hours after the commencement of a shift, nor later than five (5) hours from the commencement of a shift. Requests to change the lunch period shall not be unreasonably refused.

**12.1e)** Shifts for part-time employees shall be a minimum of three (3) hours each. When a shift for a part-time employee is five (5) hours or more, a thirty (30) minute lunch/dinner break shall be provided. The Employer undertakes not to hire an additional part-time employee solely for the purpose of reducing the hours of other part-time employees. When the Employer increases the number of hours to be worked by part-time employees in any classification, wherever possible or practical, such additional hours shall be divided equally between all part-time employees in the classification.

**12.2a)** The Employer shall compensate employees for all authorized overtime worked at the rate of time and one-half their regular straight time hourly rate for the first three (3) hours. Overtime which exceeds three (3) hours before and/or after a regular shift, will be compensated at double the regular straight time hourly rate. All authorized overtime shall be hired using appropriate documentation by the supervisor wherever possible at the time of hire and no later than the start of the next regular shift. All authorized overtime documentation shall be handed in by the employee to the appropriate supervisor no later than one (1) week from the overtime hiring.

**12.2b)** Sixth and seventh shifts shall be compensated at time and one-half of the regular straight time rate regardless of the work week. If an employee works beyond seven and one-half (7 1/2) hours on a sixth or seventh shift, he/she will be compensated at double the regular straight time hourly rate. No employee shall work in excess of six consecutive shifts unless the employee and the CAW consent in writing.

**12.2c)** An employee shall not be required to work overtime if another qualified employee is willing and available to handle the work assignment.

**12.2d)** Overtime shall be defined as work authorized beyond the number of hours in the work day, or days in the work week, or any work performed outside the work schedule posted in accordance with Section 4 of this Article. It is understood that part-time employees shall receive the overtime rate for all work in excess of seven and one-half (7 1/2) hours a day or 37 1/2 hours a week.

**12.2e)** Employees required to work overtime may elect to take time off in lieu of pay. Such time may be "banked" to a maximum of 80 hours. Any overtime in excess of 80 hours shall be paid. Up to 60 hours of such banked time shall be scheduled at a mutually convenient time, whereas any banked hours in excess of 60 shall be scheduled at a time of the Employer's election to avoid interference with the operation of the department.

**12.2f)** When the Employer must call a District Manager to work overtime, the Employer shall first offer such overtime to the District Manager(s) who is (are) on a day off in order of seniority starting with the most senior District Manager.

In the event the overtime requirement is not satisfied, the least senior District Manager, who is on a day off, will be called in.

12.3. An employee who is called back to work after the employee's work day shall be paid for all time worked, plus one hour, all at the overtime rate. An employee who works on a day off shall be paid at the overtime rate, with a minimum of a full day's pay at the straight time rate if an employee works 4.0 hours or less, in addition to the employee's weekly salary. An employee who works more than 4.0 hours on a day off shall be paid a full day's pay at the overtime rate in addition to the employee's weekly salary.

12.4. Work schedules of days and hours shall be posted two (2) weeks in advance of the week for which they apply, except that scheduled starting times may be changed by no more than one (1) hour if notice of the change is given by noon of the previous day. Changes may be made in the schedules in the event of an emergency. There shall be a minimum of ten (10) hours between scheduled shifts.

**ARTICLE 13  
STATUTORY HOLIDAYS:**

13.1. Each full-time employee shall have the following holidays off work with full pay: New Year's Day, Good Friday, Victoria Day, Dominion Day (Canada Day), Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day. In addition, each full-time employee shall receive the day off work with full pay for the employee's birthday and another for the employee's anniversary of employment.

13.2. An employee whose day off falls on a holiday shall receive an additional day off at a mutually agreed time.

13.3. An employee who is required to work the above-named holidays or the days celebrated as such shall be paid double his/her straight time rate of pay for the full shift as a minimum in addition to holiday pay for the day when the majority of the hours worked falls on the day of the statutory holiday as such. Any employee excused from work at his/her own request before the full shift has elapsed on his/her holiday shift shall receive the appropriate overtime rate outlined above for the hours actually worked, in addition to holiday pay for the day.

13.4. Part-time employees shall receive statutory holidays off work with pay calculated on a pro-rata basis. Part-time employees who work on a statutory holiday shall be paid at the rate provided in Section 3 of this Article

13.5 Upon request, employees will be permitted to be off on "Family Day" in lieu of birthday or anniversary day subject to operational requirements and no additional cost to the Employer.

**ARTICLE 14  
VACATIONS:**

14.1a) Employees who have completed the specified period of service by April 30 of each year shall receive annual vacation pay on the following basis:

After 1 year of service.....3 weeks  
After 6 years of service.....4 weeks  
After 13 years of service.....5 weeks  
After 23 years of service.....6 weeks

In the event an employee is absent from work for a period of up to one (1) year as a result of a combination of sick days and Long Term Disability (L.T.D.), vacation credits will not be affected. If an employee is on L.T.D. for a period longer than six (6) months, or on an extended unpaid leave of absence, the following shall apply:

Employees with less than one (1) year of full-time service shall receive one (1) day of vacation for every twenty-six (26) days worked, up to a maximum of ten (10) days.

After one (1) year of full-time service, employees shall receive one (1) day of vacation for every 17.33 days worked, up to a maximum of fifteen (15) days.

After six (6) years of full-time service, employees shall receive one (1) day of vacation for every thirteen (13) days worked, up to a maximum of twenty (20) days.

After thirteen (13) years of full-time service, employees shall receive one (1) day of vacation for every 10.4 days worked, up to a maximum of twenty-five (25) days.

After twenty-three (23) years of full-time service, employees shall receive one (1) day of vacation for every 8.67 days worked, up to a maximum of thirty (30) days.

For the purpose of this Article, days worked include days for which an employee receives Company paid sick pay, holiday pay, vacation pay and paid leaves of absence, and the first six (6) months of Workplace Safety & Insurance Board payments and the first six (6) months of the LTD payments.

**14.1b)** In addition to the above, employees who will complete the specified period of continuous service by December 31 of that year shall be granted vacation with pay on the above basis. However, if the employee leaves the service of the Company before his/her anniversary date, he/she will be entitled only to the vacation pay as outlined in (a) above. Further, if the employee has had more than the specified number of weeks of vacation to which he/she is entitled at the date of separation, that employee's final cheque shall be adjusted by deducting any vacation pay to which he/she is not entitled and adding accrual to which he/she is entitled.

**14.1c)** Regular full-time employees who have completed thirty (30) years of continuous service with The Windsor Star shall be entitled to two (2) days off with pay each year, commencing with the year following the employee's thirtieth (30th) anniversary. Such time off shall be taken at a mutually agreeable time.

Regular full-time employees who have completed thirty-five (35) years of continuous service with The Windsor Star shall be entitled to five (5) days off with pay each year, commencing with the year following the employee's thirty-fifth (35th) anniversary. Such time off shall be taken at a mutually agreeable time.

**14.1d)** Any full-time employee who attains 60 years of age and has completed twenty (20) years continuous service with The Windsor Star prior to December 31, 2010, and who retires prior to December 31, 2010, shall receive at retirement, in addition to all other monies due to him at that date, five (5) weeks pay at his/her straight time weekly rate.

Any full-time employee who attains 61 years of age and has completed nineteen (19) years continuous service with The Windsor Star prior to December 31, 2010, and who retires prior to December 31, 2010, shall receive at retirement, in addition to all other monies due to him at that date, four (4) weeks pay at his/her straight time weekly rate.

Any full-time employee who attains 62 years of age and has completed eighteen (18) years continuous service with The Windsor Star prior to December 31, 2010, and who retires prior to December 31, 2010, shall receive at retirement, in addition to all other monies due to him at that date, three (3) weeks pay at his/her straight time weekly rate.

Any full-time employee who attains 63 years of age and has completed seventeen (17) years continuous service with The Windsor Star prior to December 31, 2010, and who retires prior to December 31, 2010, shall receive at retirement, in addition to all other monies due to him at that date, two (2) weeks pay at his/her straight time weekly rate.

Any full-time employee who attains 64 years of age and has completed sixteen (16) years continuous service with The Windsor Star prior to December 31, 2010, and who retires prior to December 31, 2010, shall receive at retirement, in addition to all other monies due to him at that date, one (1) week's pay at his/her straight time weekly rate.

**14.02** Employees shall make requests for vacation time by February 15. Vacations shall be scheduled separately in each sub department (e.g., business, city reporters, desk, district managers, etc.). In the event of a conflict over vacation dates, seniority shall prevail. Employees may make changes to their requests for vacation time prior to February 15, provided the desired weeks have not already been selected by another employee. Employees who fail to submit their requests for vacation time by February 15 waive their seniority rights in the selection of vacation time. In arranging the vacation schedule, the Employer shall determine the number of employees needed at all times in order that there be no interference in the operation of the department. The Employer shall post the completed vacation schedule by March 15. It is understood that vacation time to be taken between January 1<sup>st</sup> and March 15<sup>th</sup>, and requested by December 15<sup>th</sup> of the previous year shall be awarded by seniority. All vacation requests for the period January 1<sup>st</sup> to March 15<sup>th</sup> received later than December 15 will be approved on a first come first served basis.

**14.3.** The full vacation entitlement may be taken consecutively if it falls outside the period May 1 to September 30. Each employee shall be granted a minimum of two (2) consecutive weeks vacation between May 1 and September 30 if desired. No more than two (2) consecutive weeks of vacation need be granted to any employee between May 1 and September 30 until all employees who are so entitled and have requested two (2) weeks during this period are so accommodated.

**14.4.** An employee whose vacation time includes a holiday shall receive an additional day off on a day mutually acceptable to the Employer and the employee. Except for District Managers, the days off of each employee in the week preceding the vacation and the last week of the vacation itself shall immediately precede and follow the employee's vacation. In the case of District Managers, the days off in the last week of the vacation shall immediately follow the employee's vacation.

**14.5.** Vacation entitlement shall be taken within the period January 1 to December 31 of each year, except upon agreement between the employee and the Employer. However, if an employee is unable to take all of his/her vacation because he/she is off work on an approved WSIB, STD or LTD claim or on Maternity or Paternity Leave, any unused portion of his/her vacation will be carried over to the following vacation period.

**14.6.** Upon request, an employee shall receive vacation pay in advance immediately prior to his/her vacation period.

**14.7.** Part-time employees shall be paid vacation pay twice a year. Payment shall be made at the of June and at the end of December. Such vacation pay shall be a percentage of their earnings equal to the vacation entitlement provided in Section 1 of this Article. Part-time employees shall also, upon request, be granted an unpaid leave of absence equal to their vacation entitlement. In scheduling such leave, the provisions of Section 2 through 8 of this Article shall apply.

**14.8.** An employee who is absent from work due to illness or injury for a minimum of five (5) days prior to the commencement of the employee's scheduled vacation

shall be allowed to reschedule all such vacation provided the employee's illness or injury is supported by a Medical Certificate and the employee's request to reschedule such vacation is given prior to the start of the vacation. Such vacation time shall be rescheduled by mutual agreement between the employee and the Employer.

## **ARTICLE 15**

### **BENEFITS AND SICK LEAVE:**

**15.1.** Full-time employees after ninety (90) days of employment shall receive sick pay benefits according to the following:

**15.1a)** For each occurrence, employees shall receive their regular straight time daily rate for each working day absent because of such illness.

**15.1b)** Employees shall be paid sick benefits up to a maximum of twenty-six (26) weeks subject to the conditions contained in this Article.

**15.1c)** In cases covered by the Workplace Safety & Insurance Act, the Employer will pay the difference between WSIB benefits and regular straight time.

**15.1d)** No sick benefits will be paid for scheduled days off, vacations, and statutory holidays.

**15.1e)** The Employer will advance employees sick pay in the event of an accident involving third parties. When damages and/or loss of pay are recovered from third parties, the employees shall reimburse the Employer sick pay advanced. In no event shall the total monies received by the employee be less after such reimbursement than the employee's regular weekly salary.

**15.1f)** No sick benefits will be paid for illness resulting from alcoholism or drug addiction if treatment is refused.

**15.1g)** The Employer has the right to obtain independent medical advice at any time and payment of sick benefits shall be subject to such independent medical advice. Any employee, who fails to submit to an independent medical check when requested by the Employer, shall receive no sick benefits for that specific occurrence.

**15.1h)** The Employer reserves the right to require medical evidence satisfactory to the Employer for the purpose of verification of absence due to sickness or disability or for the purpose of determining the fitness or non-fitness to work.

**15.2.** No deductions for sick leave shall be made from overtime or vacation credited or to be credited to an employee.

**15.3a)** The Employer shall pay the full cost of extended health care plan as presently in effect for all full-time employees and their eligible dependents

**15.3b)** The Employer shall provide a dental plan, covering basic preventative, major restorative and orthodontic dental procedures for all full-time employees and their eligible dependents. The monthly premium shall be shared 55% Employer, 45% employee.

It is agreed that if there is an increase in dental premiums, it shall be shared between the employee and the Employer as outlined above.

**15.4.** Part-time employees are entitled to the following benefits, after satisfying the three-month qualifying period, on a pro-rata basis: Dental, Extended Health Care, and \$8,500.00 Life Insurance.

15.5. Temporary employees who have been employed for ninety (90) days shall be entitled to all benefits provided regular full-time employees as outlined in this Article and on the same basis.

## **ARTICLE 16**

### **LEAVES OF ABSENCE:**

16.1. Employees may request a leave of absence without pay. The Employer shall consider each request based on its merits and the requirements of the operation. Such requests will not be unreasonably withheld.

16.2. If an employee is elected or appointed to a position in the CAW, CLC, OFL, or any affiliated organization, such employee shall be given a leave of absence without pay, and shall be reinstated in the same or comparable position upon the expiration of such leave. Such leave shall be requested in writing at least one (1) month before the date the leave is to begin. Employees returning from such leave of absence must advise the Employer in writing at least one (1) month prior to the expiration of the leave. Failure to provide such notice shall be considered voluntary resignation.

16.3. A leave of absence without pay shall, upon three weeks' written notice wherever practical for leaves of not more than three (3) days and one month's written notice wherever practical for longer leaves, be granted to an employee elected or appointed delegate to a convention of the CAW, CLC, OFL or any affiliated organization, or to a special meeting called by the CAW or affiliated organization.

No more than nine (9) employees, with no more than one (1) from the business office and two (2) from the Reader Sales and Service Department or three (3) from the Editorial Department and three (3) from the Advertising Department need be granted such leaves at one time.

16.4. All requests for leaves shall be in writing and shall specify the commencement, duration, and expected return to work date. If the employee is unable to return to work on the expected date, due to circumstances beyond his/her control, the employee shall so advise the Employer.

16.5. The Deferred Salary Leave Plan is now in effect and shall be considered part of the Collective Agreement. For details refer to the attached DSLP appendix.

16.6. With respect to seniority, any leave of absence as outlined above shall not constitute a break in employment.

## **ARTICLE 17**

### **MILITARY SERVICE:**

17.1. In the event an employee enlists or is conscripted into military service during a time of war in which Canada is engaged, he/she will be considered on leave of absence, except that in the case of an employee choosing to enlist, a minimum of one (1) year's employment with the Employer shall be required in order to be covered by the provisions of this Article. On release from such service, an employee shall resume his/her former position, or a comparable one, with a salary commensurate with his/her experience rating at the time of enlistment or conscription.

17.2. Time spent in such military service shall be considered service time with the Employer in computing severance pay and length of vacation.

17.3. If an employee, upon return from such service, is found to be incapacitated to the extent that the employee is unable to resume his/her former employment, the Employer shall make every effort to place the employee in other acceptable

employment with the Employer and shall consult with the CAW thereon. If such other employment is not found, the employee shall receive severance pay.

17.4. Application for resumption of employment must be made within ninety (90) days after termination of such service.

## **ARTICLE 18**

### **PART-TIME AND TEMPORARY EMPLOYEES:**

18.1. A part-time employee is one who is hired to work regularly twenty-four (24) hours per week or less. Except as expressly provided in the circumstances described in Article 18 (3) hereunder, 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 in writing, or in the case of students, the academic vacation period. The Employer shall notify the employee and the CAW of the nature and anticipated duration of all temporary employment.

18.2. Neither part-time nor temporary employees shall be employed where such employment would eliminate or displace a regular or full-time employee. The Company will continue its practice of only hiring part-time or temporary employees when it deems it impractical to hire a full-time employee.

18.3. Notwithstanding Article 18.1 above, temporary employees may be employed to replace regular employees who are absent due to illness, injury, maternity or other leave of absence to a maximum of twelve (12) months. The period of employment of the temporary employee will cease when the regular employee on leave returns to work or when the regular employee on leave informs the Company and the CAW in writing that he/she will not be returning to work. In any event, temporary employees hired pursuant to this Article 18 (3) shall not be employed for more than twelve (12) months except by mutual agreement in writing.

18.4. A part-time employee shall be paid on an hourly basis equivalent to the weekly minimum salary provided for the employee's classification and experience.

18.5. A part-time employee shall advance on the schedule of minimum salaries and shall receive all benefits that depend on length of service according to the length of his/her employment with the Employer, according to actual hours worked based on a 1,600 hour year.

18.6. Temporary employees shall be paid an hourly rate consistent with the minimum weekly salary provided for their classification and experience.

18.7. Part-time and temporary employees shall be covered by all provisions of this Agreement, except as provided otherwise.

18.8. In the event of a part-time or temporary employee becoming a full-time employee, he/she shall be credited with the length of his/her employment with the Employer, according to actual hours worked, based on a 1,600 hour year.

## **ARTICLE 19**

### **GENERAL WAGE PROVISIONS/MINIMUM SALARIES:**

19.1. In the application of the schedule of minimum salaries, an employee's experience rating shall be based on all employment in comparable work.

An employee shall be classified as to job title and experience rating at the time of employment, transfer or promotion and the CAW notified in accordance with the provisions of Article 8, Information.

An employee advancing through the schedule of minimums shall advance to the next experience step-up on each anniversary of employment in the employee's classification.



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

**19.2a** Except for those positions now designated reporter/photographer, no employee shall perform a double job. An employee designated as a reporter/photographer, who uses his/her own equipment in the service of the Employer, shall receive a camera allowance of \$60.00 a month. A reporter/photographer shall also receive a job differential of \$30.00 a week, whether or not the employee uses his/her own camera equipment. Community News Reporter/Photographers shall receive an equipment allowance at a rate of 1.5 per cent of actual earnings. It is agreed that the assignment of other journalist duties to up to a maximum of four (4) Senior Copy Editors in addition to those functions generally implied by their designation shall not be considered as double job. Similarly, it is agreed that the assignment of video camera duties to reporters and/or photographers in addition to those functions generally implied by their designations at The Windsor Star shall not be considered as double job.

**19.2b)** The Employer shall not assign or accept photographs taken by reporters or stories written by photographers except in such unusual circumstances as would result in the loss of a photograph or a story. The Employer shall consult with the CAW prior to assigning or accepting the material as to the best way of getting the story or photograph.

**19.3.** Should the Employer create a new job or substantially alter the content of an existing job, it shall furnish the CAW with a proposed job description and the parties shall negotiate a new minimum. If agreement on a minimum cannot be reached, the matter may be submitted to final and binding arbitration by either party under the provisions of Article 9, Grievance Procedure.

**19.4.** An employee who is assigned to perform all or most of the functions of a higher classification for a minimum of three (3) hours, shall receive at least the minimum salary in that higher classification that provides the employee with an increase for all time worked in that classification. An employee, other than a regularly designated assistant, who works in an excluded position, shall receive 10 per cent (10%) above the employee's regular salary.

**19.5.** There shall be no reduction in salaries except as provided in Article 5, Promotions and Transfers and Article 10, Job Security, or by mutual agreement between the employee and the Employer. In the case of a disciplinary demotion for just and sufficient cause, an employee's salary shall not be reduced, but the employee need not receive wage increases until such time as the rate in the lower classification catches up to the rate earned by the demoted employee. The term salaries means all forms of compensation except merit pay.

**19.6.** An employee who, as of April 9, 1984, is paid above the top minimum of the employee's classification, shall maintain the same dollar differential above the new top minimum of the employee's classification when minimums are increased.

**19.7.** The minimum salaries established herein are minimums only; employees may be paid above the minimums. The Employer shall review the salaries of employees annually.

**19.8a)** An employee, any portion of whose scheduled shift falls between 7 p.m. and 7 a.m. shall receive a shift differential of \$14.50 per shift. Additionally, an employee whose shift starts between 10 p.m. and 4 a.m. shall receive an additional \$1.00 per shift. An employee who works a split shift, under the provisions of Article 12, Section 1, shall receive a differential of \$13.00 per shift.

19.8b) All shift differentials shall be in addition to the employee's regular salary. Part-time employees shall be paid differentials on a pro-rata basis.

19.8c) Any employee who works a shift beginning less than 18 hours following the start of his/her previous shift shall receive \$20.00 in addition to all other monies due him/her for the day. Part-time employees shall be paid the above differential on a pro-rata basis.

19.9. Payment of salary shall be made weekly. Weekly salary shall include all overtime earned during the preceding week.

**MINIMUM SALARIES:**

Effective on the following date(s) specified:

Jan. 1, 2008            Jan. 1, 2009            Jan. 1, 2010

**EDITORIAL:**

GROUP 1: Assistant Metro Editor, Night News Editor, Lifestyles Editor, Entertainment Editor, Saturday Features Editor, Special Projects Editor, Production Editor, Assistant Photo Editor, Assistant Sports Editor, Editorial Writer/Columnist, Senior Copy Editor.

\$1,475.18            \$1,489.93            \$1,512.28

GROUP 2: Opposite Editorial Page Editor, Copy Desk Chief, Columnist, Wire Editor.

\$1,425.49            \$1,439.75            \$1,461.34

GROUP 3a: Ottawa Bureau Reporter, Toronto Bureau Reporter, Senior Writer.

\$1,381.97            \$1,395.80            \$1,416.74

GROUP 3b: Editorial Writer, Editorial Cartoonist, Entertainment Writer/Reviewer, Systems Co-ordinator, TV Times Editor, Book Page/Religion Editor, Art Co-ordinator, Copy Co-ordinator.

\$1,349.98            \$1,363.48            \$1,383.93

GROUP 4a: Telegraph Editor, Photo Supervisor, Assistant Copy Desk Chief.

\$1,328.00            \$1,341.28            \$1,361.40

GROUP 4b: Swingman, Saturday Layout Editor, Sports Layout Editor, Lifestyles Layout Editor, Copy/Layout Editor.

To Start:            \$1,122.98            \$1,134.21            \$1,151.22  
After 1 yr.            \$1,220.00            \$1,232.20            \$1,250.68  
After 2 yrs.            \$1,328.00            \$1,341.28            \$1,361.40

GROUP 5: Copy Editor, Artist, Reporter, Photographer.

To Start:            \$ 798.98            \$ 806.97            \$ 819.08  
After 1 yr.:            \$ 889.79            \$ 898.69            \$ 912.17  
After 2 yrs.:            \$ 959.08            \$ 968.67            \$ 983.20  
After 3 yrs.:            \$1,051.78            \$1,062.30            \$1,078.24

After 4 yrs.:	\$1,165.98	\$1,177.64	\$1,195.31
After 5 yrs.:	\$1,280.68	\$1,293.49	\$1,312.89

GROUP 6: Community News Reporter/Photographer

To Start:	\$ 777.49	\$ 785.26	\$ 797.04
After 1 yr.:	\$ 868.29	\$ 876.97	\$ 890.12
After 2 yrs.:	\$ 937.10	\$ 946.47	\$ 960.67

GROUP 7: Library Assistant, Editorial Assistant

To Start:	\$ 697.30	\$ 704.28	\$ 714.84
After 1 yr.:	\$ 742.04	\$ 749.46	\$ 760.70
After 2 yrs.:	\$ 811.12	\$ 819.23	\$ 831.52
After 3 yrs.:	\$ 914.49	\$ 923.64	\$ 937.49

GROUP 8: Editorial Clerk

To Start:	\$ 547.33	\$ 552.80	\$ 561.09
After 6 mos.	\$ 587.94	\$ 593.82	\$ 602.73
After 1 yr.	\$ 638.59	\$ 644.98	\$ 654.65
After 2 yrs.:	\$ 690.69	\$ 697.60	\$ 708.06

**READER SALES AND SERVICE:**

	<b>Jan. 1, 2008</b>	<b>Jan. 1, 2009</b>	<b>Jan. 1, 2010</b>
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GROUP 1: District Manager

To Start:	\$ 732.09	\$ 739.41	\$ 750.50
After 1 yr.:	\$ 822.87	\$ 831.10	\$ 843.56
After 2 yrs.:	\$ 892.17	\$ 901.10	\$ 914.61
After 3 yrs.:	\$ 984.88	\$ 994.73	\$1,009.65
After 4 yrs.:	\$1,099.09	\$1,110.08	\$1,126.73
After 5 yrs.:	\$1,213.77	\$1,225.91	\$1,244.29

GROUP 2: District Manager Assistant

To Start:	\$ 683.75	\$ 690.59	\$ 700.95
After 1 yr.:	\$ 768.53	\$ 776.21	\$ 787.86
After 2 yrs.:	\$ 833.26	\$ 841.59	\$ 854.22
After 3 yrs.:	\$ 919.85	\$ 929.05	\$ 942.98
After 4 yrs.:	\$1,026.51	\$1,036.78	\$1,052.33
After 5 yrs.:	\$1,133.61	\$1,144.95	\$1,162.12

GROUP 3: General Office Clerk

To Start:	\$ 725.62	\$ 732.88	\$ 743.87
After 6 mos.:	\$ 772.25	\$ 779.97	\$ 791.67
After 1 yr.:	\$ 844.29	\$ 852.73	\$ 865.52
After 2 yrs.:	\$ 952.08	\$ 961.60	\$ 976.02

Group 4: EMC Co-Coordinator

To start:	\$ 678.51	\$ 685.29	\$ 695.57
After 6 mos:	\$ 722.14	\$ 729.36	\$ 740.30
After 1 yr.:	\$ 789.54	\$ 797.43	\$ 809.39
After 2 yrs.:	\$ 890.33	\$ 899.23	\$ 912.72

GROUP 5: Reader Sales Clerk

To Start:	\$ 623.30	\$ 629.53	\$ 638.98
After 6 mos.:	\$ 668.20	\$ 674.88	\$ 685.00
After 1 yr.:	\$ 724.22	\$ 731.46	\$ 742.43
After 2 yrs.:	\$ 781.74	\$ 789.56	\$ 801.40

GROUP 6: Copy Delivery Driver

To Start:	\$ 511.62	\$ 516.73	\$ 524.48
After 6 mos.:	\$ 549.77	\$ 555.27	\$ 563.60
After 1 yr.:	\$ 597.79	\$ 603.77	\$ 612.82
After 2 yrs.:	\$ 645.77	\$ 652.23	\$ 662.02

**19.10. DISTRICT MANAGER'S INCENTIVE:**

The following incentive system will be in effect for each District Manager: District Managers will be compensated \$10.00 for each order obtained per week for the first ten (10) orders; effective from the eleventh, and each subsequent order, District Managers shall receive \$15.00 for each order per week.

Notwithstanding the above, during the first six-month period, District Managers shall be guaranteed a minimum commission of \$15.00 per week. The \$15.00 per week minimum commission will continue for each successive six (6) months for those District Managers who achieve an average of two (2) orders per week for weeks worked in each previous six (6) months.

If, after the first six (6) months, a District Manager did not achieve the two (2) orders per work week average, the \$15.00 guarantee will not be renewed. Those District Managers will, for the next six months, be compensated at \$10.00 for each order per week up to ten orders and \$15.00 per order thereafter. Any District Manager who loses the guarantee can have the guarantee reinstated if the two (2) orders per week average is achieved in the previous six (6) months.

An order shall be defined as any subscription sold or saved by a District Manager other than a vacation return that has an automatic restart date. During carrier promotions, carriers will get credit for carrier sales and District Managers will get credit for District Manager sales.

District Managers will be restricted to canvassing and making telephone sales in their own and sister districts. It is understood that Motor Routes are excluded from this arrangement.

No District Manager will be disciplined for his/her failure to achieve the weekly or six-month quota.

Incentives will be paid weekly.

**ARTICLE 20**

**EXPENSES:**

**20.1.** The Employer shall continue to pay all authorized expenses of the employee in the service of the Employer upon submission of the prescribed expense report and supported by original vouchers or receipts. Expense accounts must be submitted weekly.

**20.2.** The Employer will continue to provide employees with necessary working equipment.

**20.3a)** Employees who are required or authorized to use their personal vehicle in service of the Employer shall be reimbursed for such use at a per-kilometre rate to be determined for each calendar year.

It is understood that this rate shall continue until January of each year, when the rate will be adjusted to the most recent rate published by the Canadian Automobile Association.

**20.3b)** Employees now required, and new employees required at the time of hire, to use their personal vehicles in the service of the Employer on a regular basis in Essex and Kent Counties (outside the boundaries of Metropolitan Windsor) shall be guaranteed a minimum of 7,000 km per year. The above minimum will be pro-rated for part-time employees.

**20.3c)** Part-time and temporary District Managers in the Reader Sales and Service Department required to use their personal vehicles in the service of the Employer on a regular basis shall be guaranteed on a pro-rata basis, a minimum of 7,000 km per year.

**20.3d)** All employees, except those specified in sections (b) and (c) above, shall have the right to refuse to use their personal vehicles in the service of the Employer.

**20.4.** An employee required to work two or more hours of overtime before or after a shift shall receive a meal allowance of up to \$10.00 upon submission of a receipt.

**20.5.** Editorial employees sent on out-of-town assignments shall be given adequate cash advances.

**20.6.** Entertainment Department employees who are required or authorized to use their personal audio visual equipment in the service of the Employer shall receive an equipment allowance of \$50.00 per month.

**20.7.** Employees who use their automobiles on Company business will be reimbursed an additional \$0.01 per kilometer over the amount outlined in Article 20, Section 3(a) to cover business insurance.

## **ARTICLE 21**

### **INTEGRITY:**

**21.1.** An employee's byline, credit line or photograph of the employee shall not be used over the employee's protest.

**21.2.** Substantive changes in material which would alter the meaning of the material shall be brought to the employee's attention prior to publication, whenever reasonably possible. If the employee cannot be reached, after a reasonable effort has been made, the byline or credit line shall be removed. In opinion columns and opinion articles which must include a byline, no substantive changes shall be made without prior consultation with and consent of the employee.

**21.3.** Upon request, the employee shall be given the reasons for the substantive changes.

**21.4.** An employee shall not knowingly write, process or prepare anything for publication in such a way as to distort any facts or to create an impression which he/she knows to be false. The Employer also agrees not to ask any employee to write, process, or prepare anything for publication in such a way as to distort the facts, or to create an impression which it knows to be false.

**21.5.** The Employer shall continue the practice of printing retractions or corrections when inaccuracies in printed material are brought to its attention. No correction or retraction shall be printed until a reasonable effort has been made to consult with the employee concerned.

21.6. An employee whose work or person is mentioned in a letter to the editor shall be given a copy of such letter, prior to publication, whenever possible. While the employee has the right to discuss the contents of such letter, the final decision as to whether the letter will be published shall rest with the Employer. The Employer agrees to continue its practice of not knowingly publishing letters which are factually inaccurate.

21.7. The right of an employee to express to the Employer concern over matters he/she feels may violate acceptable or ethical newspaper practice is hereby confirmed.

21.8. Gender will not be considered when determining coverage of beats and/or assignments.

## **ARTICLE 22**

### **AUTHENTICATION AND DISCLOSURE:**

22.1. No employee shall be required by the Employer to give up custody of, or disclose knowledge of, information, notes, records, documents, films, photographs, or tapes, or the source thereof, to any person other than the Employer. An employee may also refuse to authenticate any material for any person other than the Employer. Except where a court order is involved, the Employer shall not give up custody of or disclose any of the above without the written consent of the employee.

22.2. The Employer shall notify the employee concerned and the CAW of any demand of the Employer for such surrender or disclosure or authentication.

22.3a) If an employee is proceeded against under law on account of refusal to surrender or disclose or authenticate in connection with the employee's employment with the Employer, the Employer shall meet all authorized expenses incurred by the employee, such expenses to include fees and expenses of legal counsel selected by the Employer. The Employer shall further indemnify such employee against any monetary loss including, but not limited to, fines, damages, or loss of pay, provided that the employee has not knowingly falsified material for publication.

22.3b) In the event the employee does not wish to follow the advice of the legal counsel selected by the Employer, the employee, the Employer, the CAW and the legal counsel shall immediately meet to discuss the disagreement. If the parties are unable to agree on the appropriate course of action, a second legal opinion shall be sought, such counsel to be selected by agreement of the Employer and the CAW and paid for by the Employer. If the second legal counsel disagrees with the advice of the first, the matter shall be referred to a third lawyer, selected by the first two lawyers and paid for by the Employer. The opinion of the third lawyer shall be final and binding. Should the employee still elect not to follow the advice of legal counsel, the Employer shall no longer be required to indemnify the employee.

22.4. In no event shall an employee suffer loss of wages, employee status or benefits under this Agreement for exercising his/her rights under this Article provided the employee has not knowingly falsified material for publication.

### **ARTICLE 23 HEALTH AND SAFETY:**

23.1. The Employer agrees to maintain a safe and healthful workplace. The Employer shall comply in a timely manner with the Occupational Health and Safety Act and, where practical, with its regulations, codes of practice and guidelines. All standards established under the Act shall constitute minimum acceptable practice to be improved upon where there is agreement of the Joint Health and Safety Committee, which shall be known throughout the following article as "the Committee".

**23.2a)** The Company and the Union agree to maintain the established Joint Health and Safety Committee in accordance with the Occupational Health and Safety Act. The Union representation of the Committee shall be four (4) members chosen by the Union. An equal number of representatives shall be designated by the Employer. Committee meetings will be co-chaired by one representative from the employer and one representative from the union. The co-chairs will alternate the chairing of each meeting.

**23.2b)** The Joint Health and Safety Committee shall be empowered to investigate working conditions as they affect the health and safety of employees covered by this agreement and recommend to the Employer corrective measures where required. The Company shall take into consideration any and all recommendations of the committee.

**23.2c)** The Committee shall meet monthly on company time unless otherwise agreed by both the Employer and the Union and shall report its findings to the Union and the Employer. Minutes of every meeting and audit sheets shall be posted on the Employer's designated Health and Safety Board accessible to all employees.

**23.2d)** A Union Committee member, accompanied by an Employer Committee member shall conduct monthly inspections of the workplace. Further they will receive and make note of recommendations from the workforce with respect to health and safety matters and recommend implementation where warranted. The committee members will also receive, prior to the monthly inspection, monthly accident investigation reports.

**23.3.** The Employer shall provide for and pay the cost of periodic inspection, cleaning, and maintenance of VDTs. The results of the inspection shall be supplied to the Committee.

**23.4.** The Employer shall encourage all employees who work on VDTs to take annual eye examinations. Where necessary, the Employer shall make available time off work with pay to do so. Such time off shall be arranged at a mutually convenient time. The Company shall provide \$200 for glasses or anti-glare enhancement prescribed for use with VDTs for employees who work on a VDT for at least 50 per cent of their work day.

**23.5.** The Employer agrees to continue its practice of not requiring employees to operate VDTs continuously for more than two (2) hours without a break from the monitor.

**23.6.** A pregnant employee shall, on request, be reassigned without loss of pay or benefits to work not requiring the use of VDTs where such work is available or shall be allowed to do her usual work with a method not requiring the use of VDTs if such method is practical and would not cause unreasonable disruption or an increase in the workforce. Where such work or alternative method is not available or possible under the above provisions, the employee may elect to take an unpaid leave of absence.

**23.7a)** The Company recognizes an employee's right to refuse or to stop work under circumstances defined in the Act. The Company shall ensure that signs are posted in the workplace advising them of this right.

**23.7b)** If an employee exercises this right he/she shall promptly report the circumstances of the refusal to the Employer or supervisor who shall investigate the report along with a member of the Joint Health and Safety Committee. The worker shall participate in the investigation of the alleged hazard.

**23.7c)** If, following the investigation, there is disagreement as to whether hazardous circumstances exist, either party may request an inspector be notified.

**23.7d)** No employee shall be discharged, disciplined, penalized, coerced or intimidated for exercising their right to refuse or stop work where their health or safety is in danger.

**23.8.** The Company will continue its practice of providing training for members of the Joint Health and Safety Committee. The Company will ensure that the Committee has members trained and certified in compliance with the Occupational Health and Safety Act, its regulations and codes of practice. The Company will also ensure that all employees receive training and instructions to perform their work in proper health and safety conditions. It is understood that such training for new employees shall be provided within their standard probation period.

**23.9. Ergonomics:**

**23.9a)** The Company will ensure that the committee is trained in a course or courses to be determined by the committee to enable them to address ergonomic needs on a priority basis and work towards improving the workplace, work station, or tool to fit the worker.

**23.9b)** Where an ergonomic concern is beyond the scope of the committee, the company shall hire a consultant recommended by the committee.

**23.10. Early Safe Return to Work:**

The Company and the Union will endeavor, in a cooperative spirit, to jointly assist workers injured at work in Early Safe Return to Work (ESRTW). This article will not limit the rights and/or obligations of the Company, the Union or the employee prescribed in the legislation. In order to accomplish this goal in a joint manner, the following procedure will apply:

When it becomes apparent to an employee that he/she has sustained a work related injury; such employee will notify his/her supervisor as soon as practicable in accordance with the injury reporting procedures.

If medical intervention is required, the Company will provide the employee with a Functional Abilities Form (FAF). The employee will provide his/her medical practitioner with the FAF and request that it be completed and returned to the Company.

The Company, the Union and the employee will review the completed FAF to develop an individual plan including a transitional return to work program. The parties will assess whether the employee can perform the essential duties of his/her pre-injury occupation, or, alternatively, identify potential suitable and available work in which the employee can participate. The employee will advise the Company if the injury will require ongoing offsite medical attention and/or further medical evaluations, including the anticipated schedule. A definitive recovery time line should be established during this process.

The employee's status will be reviewed on the final date of the duration period. At this time, the employee will have a note from the attending physician stating he/she can return to full regular duties, or estimate the time of recovery and a summary of the remaining restrictions. If the initial recovery date is revised, the restrictions will be reviewed and an extended or alternate ESRTW plan will be developed.

When necessary, the workplace parties may solicit the WSIB to facilitate the ESRTW program as prescribed by the legislation. The Company and the Union acknowledge that the procedure may be modified as necessary to remain consistent with legislative changes.

**23.11. Accident Investigations:**



Every injury, which involves a worker missing time from work, will be investigated, such investigation to be conducted by an Employer Committee member accompanied by a Union Committee member. The Company will continue its practice of notifying the designated union representative of WSIB accident claims in a timely manner.

**23.12.** The Company shall provide the Union and the Committee with written information when it is informed of hazardous conditions that may have an effect on the health and safety of its employees.

#### **ARTICLE 24**

##### **GENERAL PROVISIONS:**

**24.1.** The CAW reserves to its members the right to refuse to cross a picket line of any union involved in a legal strike against or lockout by The Windsor Star.

**24.2.** Employees shall be free to engage in any activities outside working hours unless such activities are demonstrably in conflict with their duties and responsibilities as employees of the Employer, or are performed for any enterprise in direct competition with the Employer, unless they first receive permission from the Employer.

**24.3.** The Employer shall provide to the CAW one (1) bulletin board in each of the Editorial and Reader Sales and Service Departments to be used solely for CAW business.

**24.4.** Re-use and syndication: When the product of an employee's work is made available for profit to any enterprise other than the one in which an employee is employed (not including other sister divisions, sister companies and/or subsidiaries of the Company or co-operative arrangements with news services), the Employer shall compensate said employee for such other use at a rate to be agreed between the Employer and the employee.

This provision shall not apply to the Employer's current practice of selling photographs to the public for a nominal fee. It is understood that an employee may not refuse to allow the re-use of the product of an employee's work.

**24.5.** On request, employees shall be excused from work during voting hours to enable the employees time to vote in accordance with applicable legislation. The Employer and the CAW encourage such requests be submitted two (2) days in advance of such voting date.

**24.6.** No employee shall be required to perform personal errands for the Employer or for any supervisor or other staff member.

**24.7.** An employee designated to attend a meeting between the Employer and the CAW, other than a negotiating meeting, shall be released from work for that purpose without loss of pay.

**24.8.** The Employer shall release from work up to two (2) employees, designated by the CAW, from each of the Reader Sales and Service and Editorial Departments, and the CAW Unit Chairperson, to attend negotiating meetings. The times of such meetings must be scheduled so as to avoid an unnecessary disruption of the operation of the departments.

#### **ARTICLE 25**

##### **BEREAVEMENT LEAVE, MATERNITY LEAVE, JURY DUTY:**

**25.1a)** Employees who have a death in the immediate family, upon notification to the Employer, shall be allowed time off to attend the funeral during the time commencing with the day of the death and ending with the day of the funeral. If

conditions warrant it, other arrangements may be made by mutual agreement, provided one of the days is the day of the funeral. Also, if conditions warrant it, one day of entitlement may be used to attend to legal matters or later memorial service, provided such day is taken within ten (10) days of the date of the funeral. Employees shall be reimbursed at his/her regular straight time rate of pay for regularly scheduled working days lost, up to a maximum of three (3) days, except in the case of the death of a spouse (legal or common-law), son, daughter, mother or father, when the maximum shall be five (5) days. The amount paid to a part-time employee shall be the amount normally paid to the part-time employee when on duty those days.

**25.1b)** Regular full-time/part-time employees shall be allowed one (1) day to attend the funeral of the employee's grandparent, grandparent-in-law, brother/sister-in-law, son/daughter-in-law, uncle, aunt, niece, nephew and the employee shall be reimbursed at his/her regular straight time rate of pay if the day of the funeral is a regularly scheduled working day for the employee.

**25.1c)** Regularly scheduled working days do not include the employee's regular day off or statutory holidays.

**25.1d)** If an employee is on sick leave on the last regularly scheduled work day prior to commencement of the bereavement period, he/she shall receive only sick pay for such days as are allowed and no bereavement pay as such. If an employee is on leave of absence, he/she shall not receive bereavement pay.

**25.1e)** For the purpose of this Article, immediate family shall include spouse, children, stepchildren, parents, stepparents, grandchildren, brother, sister, parents-in-law, and common law spouse as defined by the Family Law Reform Act (Ontario) 1978. Common-law equivalents and equivalents in same-sex relationships shall be recognized for equal treatment under this clause.

**25.2a)** Maternity/adoptive leave shall be granted for a period of up to twelve (12) months. No employee shall be required to take a leave of absence, nor shall an employee's job duties or working conditions be altered without her consent on account of pregnancy; nor shall there be any penalty for pregnancy. An employee returning from leave shall be reinstated in her job at the salary she would have received had her employment with the Employer been continuous. An employee returning from leave shall be reinstated in her job with full credit toward her severance pay accrual, experience rating, and other length of service benefits. Two (2) weeks' notice shall be given by the employee, if possible, at the commencement of maternity/adoptive leave and two (2) weeks' notice prior to returning to work.

An employee on maternity/paternity/adoptive leave who qualifies for Unemployment Insurance benefits shall receive the following company-paid weekly supplements:

- i)** For the two-week waiting period -- an amount equal to the employee's UI benefit level. This will be paid at the end of the leave.
- ii)** For the first fifteen (15) weeks -- twenty per cent (20%) of the employee's salary.

This clause applies equally to natural or adoptive parents. Extensions of leaves beyond twelve (12) months shall be subject to the provisions of General Leaves of Absence.

**25.2b)** Employees shall be entitled to a two-day leave of absence, with pay, for the birth of their child, provided said days are taken within ten (10) days of the birth of the child.

**25.3.** The Employer shall compensate for loss of pay for jury duty or when subpoenaed to appear in a court of law as a witness under the following conditions:

**25.3a)** Full-time employees shall be compensated for loss of pay at the straight time rate of pay. There shall be no compensation when the employee is on vacation or sick leave or any other leave, or on the employee's day off or statutory holiday, unless the employee is subpoenaed as a witness in connection with his/her work for the Employer.

**25.3b)** The Employer shall be notified of the date of call or recall to jury service or the date of appearance in court at least seventy-two (72) hours prior to the service or appearance.

**25.3c)** The employee shall present to the Employer proof of jury service or subpoena to appear in court and the amount of jury pay or witness fee received.

**25.3d)** If the employee is released from jury service or court appearance for the day three (3) or more hours before the termination of his/her regular day shift, he/she shall report to work within one (1) hour from the time of release and perform any duties assigned to him/her by the Employer.

**25.3e)** No compensation shall be made for wages lost for serving on non-compulsory juries or court appearances.

## **ARTICLE 26**

### **PAID EDUCATION LEAVE**

The Company agrees to pay into a special fund three cents (\$0.03) per hour per employee, for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW, effective from date of ratification, and sent by the Company to the following address: CAW Paid Education Leave Program, CAW Family Education Centre, R.R. #1, Port Elgin, Ontario N0H 2C5.

The Company further agrees that members of the bargaining unit, selected by the union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a 12-month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

## **ARTICLE 27**

### **SOCIAL JUSTICE FUND**

A donation of \$2,000 will be paid into the Social Justice Fund. The purpose of this fund is to provide financial assistance to such entities as food banks, registered Canadian charities and international relief measures to assist the innocent victims of droughts, famines and other dislocations.

## **ARTICLE 28**

### **NATIONAL DAY OF MOURNING**

The Company agrees to allow employees one (1) minute of silence at 11:00 a.m. on April 28th of each year in observance of those workers killed on the job.

## **ARTICLE 29**

### **COPY OF AGREEMENT**

The company agrees to provide a copy of the collective agreement to each member in booklet form.

## **ARTICLE 30**

**DURATION AND RENEWAL:**

**30.1.** This Agreement shall commence on the first day of January, 2008, and shall expire on the thirty-first of December, 2010.

**30.2.** Within ninety (90) days prior to the termination of this Agreement, either party may initiate negotiations for a new Agreement to take effect on January 1, 2011. The terms and conditions of this Agreement shall remain in effect until this Agreement has been lawfully terminated.

**IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2008.**

**The Windsor Star,  
A division of  
Canwest Publications Inc.**

**National Automobile, Aerospace,  
Transportation and General  
Workers Union of Canada,  
CAW and its Local 240**

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**LETTER OF UNDERSTANDING**

**RE: City Hall Reporters**

Under normal circumstances on the day on which Council meets, one reporter shall work a double shift. The other reporter shall work as much overtime as required.

Both reporters shall be entitled to overtime in accordance with Article 12, Hours and Overtime, for all work in excess of the regular work day. It is understood, however, that the reporter working the double shift shall take his/her overtime compensation in time off work. Such time off shall be scheduled for the Friday and, if necessary, the Thursday, of the week in which it is earned. If special circumstances (such as a municipal election) preclude taking the time off in the same week, the reporter working the double shift may elect to bank the time or take the compensation in cash.

\* \* \* \* \*

**LETTER OF UNDERSTANDING**

**RE: District Manager's Cars**

Since the personal use of Company cars has been discontinued, those District Managers on staff as of May 7, 1986, shall receive an additional Twenty Dollars (\$20.00) on their actual weekly salaries. This figure shall not be reflected in the contractual rates.

\* \* \* \* \*

**LETTER OF UNDERSTANDING**

**RE: Consecutive Days Off**

The Employer shall continue its practice of granting consecutive days off each week to full-time clerical staff in the Reader Sales and Service Department, except in the event it starts a Sunday publication. In such event, the provisions of Article 12.1(c) shall apply.

\* \* \* \* \*

**LETTER OF UNDERSTANDING**

**RE: Benefits**

The Company hereby assures the Union that the level of benefits provided under the Company's life insurance, long-term disability insurance, accident insurance and vision care benefit plans shall not be reduced during the term of the Agreement expiring December 31, 2007.

\* \* \* \* \*

**LETTER OF UNDERSTANDING**

**RE: Columnists and Employees on Out-of-town Assignments**

Columnists, in pursuit of their normal duties, shall be exempt from all overtime provisions.

Employees on out-of-town assignments shall be compensated for authorized overtime in accordance with Article 12, Hours and Overtime. It is understood that time spent on travel and the gathering, preparation and delivery of news material shall be considered as time worked.

The two parties agree that on occasion, a large volume of overtime is anticipated because of the nature and/or length of the assignment. In these situations, the employee, the CAW and the Employer will arrive at a mutually acceptable arrangement to compensate the employee prior to the commencement of the assignment.

\* \* \* \* \*

**LETTER OF UNDERSTANDING**

**RE: Toronto and Ottawa Bureaux**

The parties agree to continue the present arrangement in effect for parliamentary reporters in Toronto and Ottawa which provides reporters in these two bureaux three (3) weeks off per year in lieu of unscheduled overtime.

In situations where overtime is anticipated, for example, coverage of an election campaign, the employee, the CAW and the Employer shall arrive at a mutually acceptable arrangement to compensate the employee.

\* \* \* \* \*

**LETTER OF UNDERSTANDING**

This will confirm that effective January 1, 2008, the maximum Optical Benefit available to insured employees is \$250.00 every two years.

It will also confirm that Eye examinations will be covered up to a maximum of \$75 every two years provided such coverage is not available under the provincial medical services plan and that the Dental Plan will be amended to cover one (1) annual regular visit per nine (9) month period.

\* \* \* \* \*

**LETTER OF UNDERSTANDING**

**RE: Pre-retirement**

Any full-time employee on staff as of March 1, 1999, who is sixty (60) years of age or over and has a minimum of twenty (20) years of service with The Windsor Star, or any full-time employee on staff as of March 1, 1999, who is sixty (60) years of age or older, but who has not obtained twenty (20) years of service, whose combined age and years of continuous service with The Windsor Star total eighty (80) may go on pre-retirement leave under the conditions set out herein:

1. Rate of pay--fifty (50) percent of the current rate of pay in his/her classification until the employee reaches the age of sixty-five (65).
2. His/her rate of pay will be adjusted from time to time by half the amount of any negotiated increase in the scale of wages in the classification to which the employee belonged before accepting pre-retirement leave. Such increases shall continue until the employee reaches the age of sixty-five (65).
3. The Windsor Star will maintain the employee's benefits (with the exception of Canada Pension Plan and other pension plans if not allowed under such plans) at the full rate the employee would have enjoyed up to the normal retirement age of sixty-five (65), provided, where applicable, the employee continues to pay the full employee contribution to the various Company benefit plans in which the employee is enrolled. Should Company contributions not be allowed under other pension plans, the equivalent contribution will be paid in cash to the employee.
4. Each employee choosing to take pre-retirement leave must sign a waiver to the effect he/she cannot return to full-time employment with The Windsor Star.
5. This letter expires on December 31, 2010.

Sincerely,

Louise Veres  
Director of Human Resources

\* \* \* \* \*

**LETTER OF UNDERSTANDING**

This is to confirm the understanding of the parties that in merging the Editorial and Reader Sales and Service Agreements into one, we are not merging the bargaining units. There will continue to be two bargaining units for the term of the Agreement now under negotiation.

The CAW reserves the right in bargaining for future contracts to one again raise the issue of merging the bargaining units, but undertakes not to raise it in connection with the Agreement currently being negotiated.

\* \* \* \* \*

LETTER OF UNDERSTANDING

RE: Name of Arbitrators

The CAW agrees that the names of arbitrators under Article 9, Section 3 of the Collective Agreement be attached herein as a separate letter, since the list of names could be subject to change.

As of this date, the Employer and the CAW are agreed on the following individuals:

Richard McLaren  
Earl Palmer  
Mike Watters  
Gail Brent

\* \* \* \* \*

LETTER OF UNDERSTANDING

RE: Temporary Students

In order to meet the needs of the Editorial Department, and to provide students with training opportunities, students may be hired as temporary employees in the Editorial Department for the duration of the academic year to work the weekend shift or, in the Sports Department, to work such part-time shifts as are required to meet seasonal needs, notwithstanding the provisions of Article 18, Section 1.

A student hired on such extended temporary basis shall not continue on such basis after the end of the academic year in which the employee ceases to be a student.

It is understood that there shall be no such hiring of students for a classification if:

- 1) employees have been laid-off from such classification,
- 2) such employees remain on a rehiring list; and
- 3) such employees would accept offers of rehire.

\* \* \* \* \*

LETTER OF UNDERSTANDING

RE: District Manager Assistants' Vacation

It is agreed that the application of the provision of Article 14, Section 7, "Vacations", that District Manager Assistants shall be permitted to take their vacation only when no District Managers are on vacation. No more than one District Manager Assistant shall be permitted to take vacation at any one time.

\* \* \* \* \*

LETTER OF UNDERSTANDING

This is to confirm that District Managers whose primary function is that of a "floater" shall be covered by all the provisions of Article 7, Job Assignments for Reader Sales and Service District Managers, except Sect. 7.



\* \* \* \* \*

**LETTER OF UNDERSTANDING**

**RE: Part-time employee benefits**

During our recent negotiations, the Company and the CAW agreed to the following benefits on a pro-rata basis:

Dental  
Extended Health Care  
\$8,500.00 Life Insurance,  
and credited service where applicable,  
i.e., vacation entitlement, holiday pay, and experience credit.

However, all part-time employees currently on staff (prior to March 5, 1990), will now be "grandfathered" as per the expired Agreement for credited service, where applicable.

\* \* \* \* \*

**LETTER OF UNDERSTANDING**

**RE: Pay Equity**

This will confirm that the Pay Equity Plan has been reviewed and that identified pay equity issues have been handled in accordance with the Pay Equity Act 1987. Following the conclusion of the present 2008 negotiations, the parties agree to meet to review the Pay Equity Plan for maintenance purposes and will meet in the future as required by the Pay Equity Act 1987 as amended and revised.

\* \* \* \* \*

**LETTER OF UNDERSTANDING**

**RE: Staffing Levels in the Reader Sales and Service Department**

In response to concerns you expressed during negotiations regarding staffing levels within the Reader Sales and Service Department, we would like to emphasize that no layoffs are anticipated in the Reader Sales and Service Department. In his memo to all staff, dated Jan. 16, 1996, Publisher Jim Bruce stated "there are no further job reductions planned at The Star over and above those which will result when we move to our new production facility and implement the SATRN business office re-engineering project."

It is understood that process changes required to convert to an AM publication would meet the definition of technological change as outlined under Article 10.17 (a) of the Collective Agreement.

As we discussed, fewer District Managers may be needed after we complete the conversion to AM publication. Any reductions in the Reader Sales and Service Department will be handled through attrition.

Kerrie Alexander  
Director of Human Resources

LETTER OF UNDERSTANDING

RE: Employment Equity

During the course of negotiations both parties expressed their commitment to diversity in the workplace and to equal employment. Although the Employment Equity legislation has been repealed, the parties endorse the principles of the Employer's policy to advance employment equity at The Star.

\* \* \* \* \*

LETTER OF UNDERSTANDING

RE: Article 3 - Union Security

This will confirm the understanding of the parties with respect to those bargaining unit individuals who are not, as of this date, members of the Union.

It is agreed that Article 3 shall not be applied for the purpose of obligating these individuals to join the Union against their wishes.

\* \* \* \* \*

LETTER OF UNDERSTANDING

RE: Usage of Company vehicles in the Reader Sales and Service Department

This will confirm the understanding of the parties with respect to the present arrangement in place for Full-Time Home Delivery District Managers in the Reader Sales and Service department who were on staff prior to June 19, 1994 regarding the right to take the Employer's car home at the end of their shift. The present terms and conditions as follows will continue to apply:

- The vehicle is to be used for business purposes
- Business purposes could occur on the employee's day off
- Only the assigned employee is to drive the Company vehicle
- The vehicle must stay within The Windsor Star home delivery boundaries.

\* \* \* \* \*

LETTER OF UNDERSTANDING

RE: Casual Employees

This will confirm the understanding of the parties regarding the use of casual employees in the bargaining units. Casual employees shall be utilized only in

emergency situations of one or two days in duration when needed. Casuals shall not be utilized as regularly scheduled employees.

**LETTER OF UNDERSTANDING**

**RE: Union Business**

The Windsor Star agrees to initially pay the wages of any CAW member on Local 240 or National Union business. Local 240 will then reimburse The Windsor Star for lost time, along with all Employer contributions.

\* \* \* \* \*

**LETTER OF UNDERSTANDING**

**RE: Editorial Assistant (Sports)**

This will confirm the understanding of the parties with respect to the duties of the Editorial Assistant in the Sports department. It is understood that in addition to the tasks generally implied by the Editorial Assistant designation, the assignment of this classification in the Sports department shall also include rewrite functions limited to a few paragraphs in length. The rewrite product shall contain no direct or indirect quotations or interpretation of any kind.

\* \* \* \* \*

**LETTER OF UNDERSTANDING**

**RE: Academic Interns**

Recognizing the importance of providing opportunity for academic interns to gain practical experience, this letter will confirm the understanding of the parties regarding the acceptance and scheduling of academic interns at times other than at the academic summer break.

Internships are an essential component of the academic year for students, and the Employer and the Union are committed to providing a reasonable environment to mentor students and provide the opportunity to experience the working environment of a newsroom.

The Employer will inform the Union of the requests it is considering for placements, and the subsequent scheduling of interns in a timely way. The Employer shall give serious consideration to all suggestions made by the CAW.

The scheduling of academic interns shall not have the intent of reducing the regular scheduled working hours of any full or part time employee and it is understood that there shall be no such scheduling of academic interns for classifications from which employees have been laid-off, remain on a rehiring list and would accept offers of rehire.

\* \* \* \* \*

**LETTER OF UNDERSTANDING**

RE: The assignment of video camera duties to Reporters and Photographers

As technology has evolved yet again, The Windsor Star will now require reporters and photographers to capture video to further enhance their content and offer our readers yet another experience through The Windsor Star.

The Union and The Windsor Star are in agreement that the Employer will be better positioned to face the future if it diversifies the publishing of its media content to include a significant emphasis on the Internet and all parties contribute to the success of the diversification.

The parties further agree that achieving success will require a significant commitment of all parties involved.

The Employer is committed to training bargaining unit members in the appropriate equipment and processes to perform that work.

Further to the ratification of the collective agreement, the Employer will phase in the use of video cameras starting with photographers, designated reporter/photographers and those employees who volunteer to be assigned and then assigning those reporters remaining in inverse order of seniority.

It is understood that the intent is not to reduce or replace the duties of photographers and that no photographer employed as of the date of the present letter shall lose employment with The Windsor Star as a result of the implementation of this letter

\* \* \* \* \*

**ADDENDUM**

**TERMS AND CONDITIONS OF EMPLOYMENT FOR COMMUNITY NEWS REPORTERS/PHOTOGRAPHERS**

1. A community news reporter/photographer shall be assigned to the coverage of community news for inclusion on the zoned pages, as published Jan. 1, 1996 - Amherstburg, Essex, Leamington, North Shore and Windsor.
2. A community news reporter/photographer shall not be used to cover news stories for the rest of the daily paper.
3. A minimum of one community news reporter/photographer shall be hired for each zone on either a part-time or full-time basis.
4. Freelancers may be used to provide news and feature coverage for the zoned pages, provided that such use does not directly eliminate any employee covered by this Agreement.

5. A community news reporter/photographer shall be included in the minimum salary grid under Editorial Department Group 6b.
6. Community news reporters/photographers shall be covered by the terms and conditions of the Collective Agreement.
7. Should the number of zones change or be reorganized, all of the preceding shall continue to apply.