Agreement between

The Ottawa Citizen / Ottawa Sun

(a division of Postmedia Network Inc.)

and

The Ottawa Newspaper Guild

Local 30205 of CWA Canada

September 26, 2022 to September 26, 2025



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Made this 26th day of September 2022 between

The Ottawa Citizen/Ottawa Sun, a division of Postmedia Network Inc. a body corporate and politic having its principal place of business at the City of Ottawa, hereinafter called the Company,

OF THE FIRST PART

and

The Ottawa Newspaper Guild, Local 30205 of CWA Canada, for itself and on behalf of the employees of the Company as hereinafter defined, hereinafter called the Guild,

OF THE SECOND PART

ARTICLE 1 - EMPLOYEES

- **1.1** The term "employees" used in this Agreement means:
- **1.1.1** All Editorial Department employees of the Company save and except the Editor-in-Chief; Managing Editor; 1 Deputy Editor, Digital; Editor, Editorial Pages; Associate Editor, Multimedia; City Editor; Arts/Life Editor; Office Manager.
- **1.1.2** All Reader Sales and Service Department employees of the Company save and except Administration, Systems and Customer Service Manager; Distribution Manager.
- **1.1.3** All Financial Services Department and Printing employees of the Company, save and except Director of Finance; Accounting Manager; and the In-Plant Printing Superintendent.
- **1.1.4** All Building Services employees of the Company save and except Building Services Manager and such personnel as are employed as security officers provided that the term "Services employees" shall not be deemed to include technically trained personnel such as electricians or machinists or technicians. The inclusion of Mailroom Cleaners in the Guild unit is not meant to assign exclusive jurisdiction for mailroom cleaners to the Guild. If the Labour Relations Board, or any other tribunal, awards exclusive jurisdiction elsewhere, it is understood and agreed that mailroom cleaning will no longer be assigned to the Guild. It is further understood and agreed that the Guild will launch no grievance or complaint with respect to the loss of jurisdiction or work, or the impact from the loss of jurisdiction or work, including loss of dues.
- **1.2** The term "Departments" when used in this Agreement shall mean Editorial, Reader Sales and Service, Financial Services Department, and Building Services Departments of the Company.
- **1.3** This Agreement shall apply, as more specifically provided hereinafter, to all part-time, temporary and temporary part-time employees of the Company, except student trainees in

the Editorial Department and co-op students at the secondary school level. There shall be no more than one co-op student at a time in each department covered by this Agreement. This Agreement shall also apply to casual summer employees of the Company hired in the Building Services Department during the period 1 May to 8 September, inclusive.

1.3.1. The parties recognize that because of the type of work that is performed in the bargaining unit, management personnel, in addition to their management responsibilities, also perform work that is done by employees covered by this Agreement. Management can continue to perform bargaining unit work at the frequency and to the extent that it currently performs but there can be no expansion of such work or duties.

1.4 Part-time Employees

A part-time employee shall be one who works regularly less than 80 per cent of the work week provided in this Agreement.

- **1.4.1** Part-time employees shall not be covered by the provisions of 8.4 (overtime) except that the overtime rate shall apply to hours worked in excess of 7 ½ hours on day shift and 7 hours on night shift and overtime rates shall apply to hours worked in excess of 5 full straight time shifts in a week, 9.4 (rates and minimums for work on statutory holidays) and 11.1 (sick leave and benefit programs). Part-time employees shall be covered by Article 8.4.5 Turnaround.
- **1.4.2** Sick leave/short term disability shall be paid to those part-time employees who have worked regularly for the Company for at least one year and who have completed 700 hours of continuous service. Continuous service will be determined based on the actual hours worked. Sick leave/short term disability payments shall be computed at the average basic salary paid the employee in the six (6) months prior to disability. Sick leave/short term benefit payments are subject to normal payroll deductions for taxes and contributions and any optional benefit premiums which are authorized by the Employee. The length and formula for sick leave/short term disability will be as per Article 11.1 as at September 12, 2018.
- **1.4.3** As at January 1, 2019, part-time employees who meet the eligibility requirements of the benefits plan will be entitled to participate in the Extended Health Care Plan, the Dental Plan, Employee Life Plan as well as the Optional Long Term Disability Insurance Plan; the Optional Accidental Death and Dismemberment Insurance Plan; and the Optional Life Insurance Plans.
- **1.4.4** Part-time employees shall be paid on an hourly basis pro rata to the minimum to which they would be entitled by virtue of their classification and their experience. A part-time employee required by the Company to work on a holiday, as defined in Article 9 hereof, shall receive pay at the rate of double time in cash for the time worked in addition to his/her Statutory Holiday Pay as described in Article 9.6.

1.4.5 Effective January 1, 1993, a part-time employee shall advance on the schedule of minimum salaries and qualify for such benefits to which he/she may be entitled according to the length of continuous employment with the Company based on 1820 or 1950 hours, depending on departmental work week, representing one year's service except that time worked by a part-time employee as a temporary full-time employee shall not be included as service for the purpose of determining eligibility for benefits.

1.4.6 Severance pay to part-time employees shall be computed on a pro rata basis.

1.5 Temporary Employees

Without prejudice to Article 10.2 and 10.3 (scheduling of vacations), a temporary employee shall be one hired for the replacement of regular employees on vacation or for the replacement of regular employees on sick leave for more than five working days or for a special project or for work in connection with entertainment contests and similar enterprises or for collecting and filing election returns or who are employed for similar and transient and occasional purposes, in such cases not to exceed six months in any 12-month period. The Company shall have the right also to hire temporary employees to replace regular employees on leaves of absence, maternity leave, long-term disability or modified work programs and in such cases the term of employment shall not exceed two years. The Company shall have the right also to hire temporary employees, at the applicable experience rating, to work as interns in the Editorial Department, one of whom may be a copy editor and one of whom may be a photographer, the remainder of who will be reporters. In such cases the term of employment shall not exceed 12 months within any 24month period. It is agreed there shall be no more than 4 interns on staff at one time. The Company will undertake to develop and implement an orientation and training program for all interns.

Temporary employees shall not be covered by the provisions of Articles 11.1 (sick leave and benefit programs), 13 (Severance Pay), 16.1 (Leaves of Absence) and 17 (Military Service) of this Agreement except that temporary employees whose term of employment exceeds twelve (12) months shall be covered by those benefits for which they meet the eligibility requirements of. Priority to be hired for such occasional full-time work may be given to regular part-time employees, subject to ability and qualifications, before new employees are hired.

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

1.6 Temporary Part-time Employees

A temporary part-time employee shall be one who works regularly less than 80 per cent of the work week for the purposes and durations listed for temporary employment. Temporary part-time employees shall not be covered by the provisions of Articles 8.4 (overtime) except that the overtime rate shall apply to hours worked in excess of 37 ½ hours on day shift and 35 hours on night shift in any one week, 9.4 (rates and minimums for work on statutory holidays), 11.1 (sick leave and benefit programs), 13 (Severance Pay), 16.1 (Leaves of Absence) and 17 (Military Service) of this Agreement except that temporary part-time employees whose term of employment exceeds twelve (12) months and who meet eligibility requirements of the plans, shall receive all benefits in accordance with the terms and conditions specified in Article 1.4.1.

- **1.7** The Company agrees to notify the Guild, in writing, of the engagement of part-time, temporary, and temporary part-time employees, the general nature of their work and the anticipated duration of their employment.
- **1.7.1** Upon hiring, the Company agrees to inform all temporary employees in writing of the duration of their employment in accordance with this Agreement.
- **1.8** The term "Company" when used in this Agreement shall mean the Company or its duly appointed representative.
- **1.9** If the Company believes it is necessary to create any new job with new title in Guild departments, which jobs would be excluded from the bargaining unit, before the expiration of this Agreement, the following procedure will apply: Before the job is introduced, the Company will request a meeting with the Guild to discuss the reasons for the new position. If agreement cannot be reached, an independent third party agreeable to both sides will be asked to arbitrate the decision, based on criteria of job function for persons included and excluded in the existing bargaining unit. If the two sides cannot agree on a third party, the Ministry of Labour will be asked to name an arbitrator.

ARTICLE 2 - GUILD ACTIVITY

- **2.1** The Company agrees that it will not interfere or attempt to interfere with the operation or activities of the Guild and that there shall be no discharge, discrimination, or coercion by the Company against employees in respect of membership or non-membership in the Guild, except by operation of Article 3 Guild Membership. The Guild agrees that there shall be no discrimination or coercion by the Guild in respect of membership or non-membership in the Guild.
- **2.2** Employees shall have the right to the presence of a Guild steward or officer as a witness during any discussion with a supervisor that may result in a reprimand, suspension, or discharge.

2.3 The Company or its designated representative agrees to meet with the representatives of the Guild at their request to discuss matters affecting relations between the Company and employees covered by this Agreement. The Company may, if requested, furnish a position letter on such subject matter.

ARTICLE 3 - GUILD MEMBERSHIP

- **3.1** All employees who, on the date of the signing of this Agreement, are members of the Guild in good standing in accordance with its constitution and bylaws, or who may later join the Guild, and all new employees shall, as a condition of their employment maintain their membership in the Guild in good standing. An employee dismissed under this Article shall not receive severance pay.
- **3.2** The Guild will admit to membership any employee, subject to the constitution of CWA Canada and the bylaws of the Guild.
- **3.3** Employees entering the service of the Company or transferred into the bargaining unit after the date of the signing of this Agreement shall become members of the Guild within 30 days of the date of their employment or transfer.

3.4 Checkoff

The Company agrees to deduct bi-weekly from the earnings of all employees in the bargaining unit whether or not the employee is a member of the Guild and pay to the Guild monthly all Guild dues no later than the 15th of the month for the preceding calendar month. Such dues shall be deducted in accordance with a written schedule furnished the Company by 12 noon on Wednesday of the preceding week. The schedule will also be the basis of deductions in succeeding weeks unless the Guild gives written notice of the amendments. Such amendments shall take effect in the week after that in which they have been received by the Company, as above.

ARTICLE 4 - INFORMATION

- **4.1** The Company agrees to furnish to the Guild in writing within fourteen days of their employment or as soon as available the names, addresses, dates of hiring, telephone numbers, dates of birth, contract classifications, experience ratings and salaries of employees hired. The Guild shall also be notified of all merit increases and/or bonuses given within fourteen days of such increases and/or bonuses.
- **4.2** The Company agrees to notify the Guild in writing of any changes in the information listed in 4.1 and any step-ups in years of experience and any resignations, retirements, or deaths, with effective dates.
- **4.2.1** The Company agrees to furnish to the Guild in writing, each month, the aggregate number of hours worked in total by part-time employees in Guild jurisdiction.

- **4.3.1** Upon signing of this Agreement, and annually upon request, the Company will furnish a list containing all data provided in Article 4.1 for all employees covered by this Agreement.
- **4.3.2** In the event of loss of records by the Guild and upon the written request of the Guild, the Company will furnish a list containing all data provided for in Article 4.1 for all employees.
- **4.3.3** The Guild and the Company agree that all information described in this article shall be kept confidential.

ARTICLE 5 - PREFERENTIAL HIRING, TRANSFERS, PROMOTIONS

- **5.1** If the Company finds it necessary to fill vacancies or to create or fill new Guild positions, the Company agrees to post the positions on all Guild bulletin boards, using a standard format for all vacancy notices, and to send a copy to the Guild which may supply a candidate or candidates within three days for the consideration of the Company, but it is understood that the Company shall have the right to select at any time any person the Company desires for the vacancy. In cases where the Company has identified a candidate, this may be indicated. Upon request, any unsuccessful applicant for a vacant Guild position shall be provided with a written explanation of the Company's decision and suggestions, if any, about how to improve his/her chances for future consideration, with a copy to the Guild. Subject to ability and qualifications, part-time employees shall be given an interview, upon request, for any new or vacant full-time position posted by the Company before new employees or temporary employees are hired for said positions.
- **5.2** The parties recognize that age (except for the circumstances outlined in 5.2.1), sex, sexual preference, race, colour, creed, national origin, marital or parental status and irrelevant handicap, in the opinion of the Company, have never been considerations for employment, promotion, demotion or transfer by the Company or for membership in the Guild. It is agreed that this policy shall continue.
- **5.2.1** The Company and Guild agree that the question of age shall not, except under special or unusual circumstances or as applicable under the Company's pension plan, be a factor in or a condition of employment.
- **5.3** The Company agrees not to have or to enter into any agreement with any other Company binding such Company not to offer or give employment to the employees of the Company.
- **5.4** There shall be no disciplinary action taken against any employee except for just and sufficient cause. Discipline shall be applied in a fair manner.
- **5.4.1** No written reprimand or criticism (with the exception of an employee's performance review) or suspension of an employee may be used against an employee at a future time if a

written copy of such reprimand or criticism or notice of suspension has not been forwarded to the Guild at the time of the offense.

- **5.4.1.1** By means of a written request from the employee to Human Resources, arrangements will be made for the employee, in the presence of a member of the Human Resources Department, to view the Company's personnel file maintained under the employee's name. The employee may have a Guild representative present, if so desired. The employee, or a Guild representative on behalf of the employee, may request the removal of any record of discipline that has been on file for over a two-year period. In assessing this request, the Company will consider any re-occurrence of a disciplinary offense[s] in the intervening period, and the seriousness of the disciplinary offense[s].
- **5.5** On request, the Company shall provide the employee with an appraisal of his/her performance in his/her job and shall allow the employee to examine his/her personal file in the Human Resources Department.
- **5.6** Any employee in the Editorial Department may be transferred from one office and/or bureau to another office and/or bureau. If the location of the office or a bureau to which the employee is transferred is more than thirty-two (32) miles from the office or a bureau from which the employee was transferred, the employee shall be entitled to at least three (3) months' notice (which notice may be waived by the employee). No employee shall be required to move his/her place of residence as a result of such transfer, however, if the employee chooses to move his/her place of residence as a result of such transfer the Company shall pay all reasonable moving expenses for the employee and his/her family.
- **5.7** The Company will reasonably endeavour to avoid transferring an employee without his/her consent, which, however, shall not be unreasonably withheld. Failure of an employee to perform satisfactorily his/her new job duties upon being transferred will not constitute reason for discharge within a 90-day trial period. There shall be no reduction of salary or impairment of benefits as a result of such job transfer, nor shall any employee be penalized for objecting to such transfer.
- **5.8** Except as provided in Article 14.7, an employee shall not be required to accept a transfer to a position with the Company outside the jurisdiction of this Agreement and shall not be penalized for refusing to accept such a transfer.
- **5.9** No employee shall in any way be penalized for refusing to accept a promotion.
- **5.10** An employee's service shall be deemed to be continuous unless said employee is officially taken off staff and removed from the payroll for a period in excess of seven (7) consecutive days.

ARTICLE 6 - MINIMUM SALARIES

6.1 General wage increases will be implemented in the following form, unless otherwise indicated:

September 26, 2022 – 2.25% and \$1,000 Signing Bonus upon ratification

September 26, 2023 – 1.75%

September 26, 2024 – 1.5%

6.2 Upgrading of jobs and creations of new positions will take effect before the general increase is applied.

EDITORIAL DEPARTMENT

		Sept. 26, 2022 (2.25% inc.)	Sept. 26, 2023 (+1.75%)	Sept. 26, 2024 (+1.5%)
E-1	Assistant News Editor	1665.46	1694.60	1720.02
E-2	Chief Photographer Assistant Director of Photosistant Editor Columnist Letters Editor Rewrite Chief	1582.55 tography	1610.25	1634.40
E-3	Online Editor Copy Editor Editor, Weekly Sections 5 years' experience 4 years' experience 3 years' experience 2 years' experience 1 year's experience To start	1555.64 1441.84 1345.64 1288.22 1231.40 1174.59	1582.87 1467.07 1369.19 1310.76 1252.95 1195.14	1606.61 1489.08 1389.73 1330.42 1271.74 1213.07
E-4	Reporter Photographer 5 years' experience 4 years' experience 3 years' experience 2 years' experience 1 year's experience To start	1514.18 1343.03 1276.59 1211.39 1149.57 1052.30	1540.68 1366.54 1298.93 1232.59 1169.68 1070.71	1563.79 1387.03 1318.42 1251.07 1187.23 1086.77

	Sept. 26, 2022 (2.25% inc.)	Sept. 26, 2023 (+1.75%)	Sept. 26, 2024 (+1.5%)
E-5 Staff Artist			
Designer (Page/Web/Dig	ital)		
5 years' experience	1482.92	1508.87	1531.51
4 years' experience	1311.77	1334.72	1354.74
3 years' experience	1245.35	1267.15	1286.15
2 years' experience	1180.16	1200.81	1218.82
1 year's experience	1118.30	1137.87	1154.94
To start	1021.05	1038.92	1054.50
E-6 Photo/Video Technician			
2 years' experience	1306.60	1329.47	1349.41
1 year's experience	1180.16	1200.81	1218.82
To start	1021.05	1038.92	1054.50

NOTE: Step-ups apply only to Photo/Video Technicians. All other E-6 classifications are to receive the top experience rating automatically.

READER SALES AND SERVICE DEPARTMENT

	Sept. 26, 2022 (2.25% inc.)	Sept. 26, 2023 (+1.75%)	Sept. 26, 2024 (+1.5%)
Country District Supervisor	-		
Dealer Supervisor			
5 years' experience	1503.91	1530.23	1553.19
4 years' experience	1311.89	1334.85	1354.87
3 years' experience	1245.65	1267.44	1286.45
2 years' experience	1180.27	1200.93	1218.94
1 year's experience	1118.30	1137.87	1154.94
To start	1021.11	1038.98	1054.56
Customer Service Represe (Part-time, Per Hour)	ntative		
After 2 years' experience	29.09	29.60	30.05
After 1 year's experience	27.90	28.38	28.81
After 6 months' experience	e 27.14	27.61	28.03
To Start	26.56	27.03	27.43
	Country District Supervisor Dealer Supervisor 5 years' experience 4 years' experience 3 years' experience 2 years' experience 1 year's experience To start Customer Service Represer (Part-time, Per Hour) After 2 years' experience After 1 year's experience After 6 months' experience	Country District Supervisor Dealer Supervisor 5 years' experience 1503.91 4 years' experience 1311.89 3 years' experience 1245.65 2 years' experience 1180.27 1 year's experience 1118.30 To start 1021.11 Customer Service Representative (Part-time, Per Hour) After 2 years' experience 29.09 After 1 year's experience 27.90 After 6 months' experience 27.14	(2.25% inc.) (+1.75%) Country District Supervisor Dealer Supervisor 5 years' experience 1503.91 1530.23 4 years' experience 1311.89 1334.85 3 years' experience 1245.65 1267.44 2 years' experience 1180.27 1200.93 1 year's experience 1118.30 1137.87 To start 1021.11 1038.98 Customer Service Representative (Part-time, Per Hour) After 2 years' experience 29.09 29.60 After 1 year's experience 27.90 28.38 After 6 months' experience 27.14 27.61

BUILDING SERVICES DEPARTMENT

	Sept. 26, 2022 (2.25% inc.)	Sept. 26, 2023 (+1.75%)	Sept. 26, 2024 (+1.5%)
M-3 Mailroom Cleaner			
(Full-time)			
After 2 years' experience	564.77	574.65	583.27
After 1 year's experience	543.83	553.34	561.64
After 6 months' experience	522.88	532.03	540.01
To Start	503.53	512.34	520.03
M-3 Mailroom Cleaner			
(Part-time, Per Hour)	17.67	17.98	18.25
Casual Summer Help			
(Per Hour)			

ARTICLE 7 - GENERAL WAGE CONDITIONS

- **7.1** In the application of the foregoing schedule of minimums, experience shall include all proven regular employment in comparable work. Employees shall be classified as to job title and experience rating by mutual agreement between the Company and the Guild. New employees and employees transferred into Guild jurisdiction shall be classified at the time of employment or transfer.
- **7.2.1** Any employee who is temporarily engaged in a higher classification shall receive the wage rate of pay in the higher classification for the period of time worked in the higher classification provided always that if his/her vacation period falls in the period in which he/she is acting in the higher classification, he/she shall not be entitled to the higher rate of pay for that vacation period. If the lowest rate of pay in the higher classification is not greater than the employee's salary in his/her regular classification, he/she shall receive the rate of pay in the higher classification immediately above his/her salary in his/her regular classification.
- **7.2.2** An employee performing authorized duties not within the coverage of this contract shall be paid at his/her normal rate, plus an additional amount of \$15 per shift if performing duties in an excluded, non-managerial position or an additional \$20 per shift if performing duties in an excluded, managerial position.
- **7.3** When an employee is promoted to another classification and such promotion would not otherwise result in any increase in salary at that time, such employee shall be placed in an experience grade in his/her new classification which will provide an immediate increase over his/her previous salary. The date of promotion to the new classification shall become the anniversary date for application of the salary progression established for such classification under Article 6 Minimum Salaries. This provision shall also apply when an employee is transferred to another classification, unless otherwise mutually agreed

between the Company and the Guild. It is agreed between the Guild and the Company that this provision shall not apply as to increase in salary when the person transferred is moved to a position assigned under Article 6 - Minimum Salaries to a lower wage; in each such case, the transferred employee shall continue to receive his/her former wage, but the Company shall not be obliged to grant the employee any wage increases until such time as the salary in the lower classification catches up to the employee's actual salary. Such employee shall be eligible for merit pay in his/her new position. However, an employee moved to a lower classification as a result of departmental reorganization shall continue to receive his/her former wage, with any applicable percentage increases applied to his/her former position and shall be eligible for merit pay in his/her new position.

7.4 Night Differential

- **7.4.1** Night differential shall be paid at the rate of \$15.00 per shift when the shift begins or ends between 7 p.m. and 6 a.m.
- **7.4.2** There shall be no deduction of night differential for those regularly engaged between 7 p.m. and 6 a.m. for vacation, bereavement leave, or by operation of the holiday clause hereinafter set out.
- **7.5** Payment of salaries shall be made bi-weekly. The pay period shall commence on Sunday.
- **7.6** The parties hereto agree that there shall be no reduction of salaries of employees except as specifically provided in Article 7.3 (involuntary reclassification), Article 7.6.1 (requested reclassification), Article 7.7 (merit pay), Article 15.3 (employees' car allowance). The term "salary" means all forms of compensation provided herein. No night differential or split shift differential payments or freelance payments shall be included in the meaning of the term "salary" as used anywhere in this Agreement.
- **7.6.1** Where an employee requests in writing to be reclassified to a lower classification and where such request is granted to accommodate the employee's wishes, the employee's salary shall be reduced to the applicable rate in the lower classification.
- **7.7** The minimum wage rates established herein are minimums only. Individual merit may be acknowledged by increases above the minimum. The Company shall at least annually review the salaries of all employees to determine merit increases. The Company agrees to notify the Guild of all merit increases given. All merit pay shall be subject to revision annually. Such merit pay revisions shall be subject to Article 12. It is understood that merit pay will not be automatically continued when an employee is promoted to a higher classification.
- **7.8** If a full-time employee works in more than one classification, he/she shall be paid on an hourly basis pro rata to the minimum to which they would be entitled by virtue of time worked within each of the classifications with 1820 or 1950 hours, depending on the

departmental work week, representing one year's service within the classification. If there are no step-ups in the higher classification, all time worked in either classification shall accumulate towards the lower classification.

7.9 Weekend Premium

A weekend premium of \$15.00 per shift shall be paid for Saturday and/or Sunday shifts.

ARTICLE 8 - HOURS AND OVERTIME

8.1 Editorial Department

- **8.1.1** There shall be a five (5) day, 37 ½ hour week for the day shift and a five (5) night, 35 hour week for the night shift. An employee whose shift begins or ends between 7 p.m. and 6 a.m. shall be paid the night differential provided in Article 7.4.1 in addition to the employee's regular salary. In no case, however, shall overtime on a day shift entitle an employee to night differential even though the overtime extends the day shift past 7 p.m.
- **8.1.2** The working day shall consist of 7 ½ hours falling within 8 consecutive hours and the working night shall consist of 7 hours falling within 7 ½ consecutive hours, except for employees who are required to operate a split shift to meet the requirements of their work. Article 8.4.5 (Turnaround period) shall not apply to employees working split shifts. It is agreed that the split shifts shall be kept to a minimum by careful scheduling.
- **8.1.3** The scheduling of reporters on weekend duty shall rest with the Company. The Company agrees that every effort will be made to keep the scheduling of full-time reporters on weekends to a minimum. A reporter scheduled to work both Saturday and Sunday shall receive two (2) consecutive days off in the following week.
- **8.1.4** The senior reporter working on Saturday and Sunday shall be paid differential to the Assistant Editor's rate when acting in a supervisory role on a weekend shift when there is no Assistant Editor on duty.
- **8.1.5** Two (2) consecutive days off shall be guaranteed to all employees at least once a month.
- **8.1.6** The parties agree that, notwithstanding anything above to the contrary, employees may be scheduled by the Company to work any combination of day shifts and night shifts during the same week in special coverage situations, such as elections. In situations not involving special coverage, if the Company would like employee(s) to work a combination of days and nights in the same week, the Company shall post a memo inviting applications from employees who wish to work combinations of days and nights in the same week. The Company shall have the right to select the successful candidate from among the applicants. This clause is subject to Article 8.4.4 Scheduling. When an employee is scheduled to work a combination of nights and days in the same week, said week including at least 3 night shifts, night differential shall be paid for all shifts.

8.2 Reader Sales and Service Department

- **8.2.1** There shall be a five (5) day, 37 ½ hour week for the day shift and a five (5) night, 35 hour week for the night shift. An employee whose shift begins or ends between 7 p.m. and 6 a.m. shall be paid the night differential provided in Article 7.4.1 in addition to the employee's regular salary. In no case, however, shall overtime on a day shift entitle an employee to night differential even though the overtime extends the day shift past 7 p.m.
- **8.2.2** The work day shall consist of 7 ½ hours falling within 8 ½ consecutive hours and the work night shall consist of 7 hours falling within 8 consecutive hours.

8.3 Building Services Department

8.3.1 Mailroom Cleaners - Part-time

Working hours for Mailroom Cleaners shall be scheduled by the Company not later than the Friday of the week prior to the work week in which the work applies, provided, however, that the schedule may be changed by the Company at any time to meet an emergency. The work schedule shall be posted in the Mailroom.

8.4 General to All

8.4.1 The parties agree that, notwithstanding anything above to the contrary, where in any department a shorter work week than 37 ½ hours is now being worked, such shorter work week and shorter work day shall continue and that overtime shall apply after such shorter work week or work day.

8.4.2 Overtime

- **8.4.2.1** Overtime shall be worked when and if required by the Company as authorized by the duly appointed representative of the Company.
- **8.4.2.2** The Company shall compensate for authorized overtime at the rate of time and one-half in cash for the first two hours and double time thereafter, except that, operational requirements permitting, employees at their express option and with the express approval of the Company shall be free to take time off in lieu of overtime at the applicable overtime rate. All overtime shall be automatically paid in cash except in cases where employees specifically request in writing time off in lieu of overtime. Such requests must be submitted at the same time as the employee's overtime claim is submitted. Overtime shall be defined as work beyond the unit of hours in the work day or night or work week as more specifically defined above for each department, or as hours not scheduled as provided in 8.4.4 below. Overtime for part-time employees covered under Article 1.4.1 shall be defined as work beyond 7 ½ hours on days and 7 hours on nights.

8.4.2.3 The Company agrees to cause a record of all overtime to be kept. Such a record shall be available to the Guild upon request at reasonable hours.

The maximum number of hours in an employee's overtime bank will be 37.5. Those individuals who have more than 37.5 hours in their overtime bank as of the date of ratification will not be required to draw down on that balance but will not be allowed to add to it.

8.4.3 Work on a Day Off:

An employee called in to work on his/her day off shall receive pay for the time worked at the rate of double time for the hours worked, for a minimum of 4 hours, in addition to his/her regular bi-weekly salary in all departments.

8.4.4 Scheduling of Hours of Work:

Working hours for all departments shall be scheduled by the Company not later than the Monday two weeks prior to the work week in which the work applies, provided, however, that the schedule may be changed by the Company at any time to meet an emergency. The work schedule for each department shall be posted on the appropriate Guild bulletin board.

8.4.5 Turnaround:

The work schedule for employees shall provide for at least an 11-hour turnaround period between regularly scheduled shifts. Employees who work during the turnaround period shall be paid overtime rates. This clause shall not apply to employees working split shifts.

8.4.6 Split Shifts:

An employee required to work a split shift, scheduled or unscheduled, shall be paid a premium of \$16.00 per shift in addition to any night differential normally paid.

8.4.7 Call Back:

An employee called back to work between the end of a shift or the end of a shift plus overtime and the beginning of his/her regularly scheduled shift shall be paid \$20.00 per occasion plus overtime rates for a minimum of one (1) hour for all work outside of the regularly scheduled shift.

8.4.8 Work Through a Meal Period:

Employees who are required to work through their meal period will be paid at the rate of two times the straight time rate for the period so worked. It is understood that an employee is entitled to a meal break no later than five hours after the start of his/her shift.

8.4.9 Work From Home

The Company will consider employee requests to work from home in the context of the employee's role and operational requirements. Such requests will not be unreasonably denied.

WFH arrangements will be in accordance with the Employer's Guidelines, which were distributed to all employees in June 2022. The Company reserves the right to amend such Guidelines.

It is understood that employees whose request to work from home on a full-time or parttime basis is accepted may be required to work onsite from time to time as per the requirements of the department.

Employees whose requests to work from home on a full-time or part-time basis are accepted may choose to purchase office chairs through the employer's supplier at the company's usual corporate discount.

For individuals who must perform a portion of their duties at the workplace but have requested to work from home, a hybrid arrangement consisting of both office days and working from home may be considered. Such arrangements will include pre-determined days for work at home and work in the office. It is understood that employees working on a hybrid arrangement may from time to time be required to work onsite in addition to their scheduled onsite days.

ARTICLE 9 - HOLIDAYS

- **9.1** The following eleven days shall be granted employees with full pay: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Christmas Day, Boxing Day and one (1) floating day to be taken at a mutually agreeable time. If any new holiday such as "Heritage Day" is legislated to be a national holiday, it will be added to the list of statutory holidays listed above.
- **9.2** The work week in which any of these holidays falls shall consist of four working days, as specifically defined in Article 8 (Hours and Overtime), excluding the holiday. All time worked beyond such limits, excluding the holiday, shall be paid for at the overtime rate as set forth in Article 8.4.2 (Overtime).
- **9.3** When an employee's day off falls on a holiday cited in this article, or when two holidays as cited in 9.1 fall on the same day, he/she shall receive an additional day off immediately before or after his/her regular days off that week, except that when the holiday falls on a Saturday or Sunday, those employees whose day off falls on either of these days shall receive an additional day off within six weeks, the day to be mutually agreed upon.
- **9.4** An employee required by the Company to work on a holiday as defined in this article or the day legally designated as such shall receive payment for those hours of his/her shift which fall within the twenty-four (24) hours of said holiday or day legally designated as such at the rate of double time in cash in addition to his/her regular weekly salary in all departments. Operational requirements permitting, employees at their express option and with the approval of the Company shall be free to take equivalent time off in lieu of pay

under this clause, provided that the employee's request for time off in lieu of pay shall be in writing.

- **9.5** An employee whose vacation time includes any of the above holidays shall receive an additional day off on his/her vacation or, alternatively, may, if he/she so desires, have an additional day off at a time mutually agreeable to the employee and the Company.
- **9.6** Statutory Holiday pay for part-time employees shall be one-fifth of the average of the straight time hours worked per week in the four weeks immediately preceding the holiday paid at the applicable straight time rate.

ARTICLE 10 - VACATIONS

10.1.1 Employees who will have completed specified periods of service by September 1 of each year shall receive an annual vacation with pay on the following basis:

Less than 1 year's service – accrue at a rate of 1.25 days/month; 1 to 6 years' of service – accrue at a rate of 1.25 days/month (3 weeks/year) 7 to 14 years' of service – accrue at a rate of 1.67 days/month (4 weeks/year) 15 years' of service and greater – accrue at a rate of 2.08 days/month (5 weeks/year) Five weeks of paid vacation per year will be the maximum number of vacation days.

Employees who are at higher levels of vacation as at September 12, 2018 shall be grandfathered at the higher rate.

Employees who would have received their sixth week of vacation during the life of the previous collective agreement (September 13, 2018 to March 12, 2021) or in the current collective agreement (Sept. 26, 2022 to Sept. 26, 2025), will receive their sixth week of vacation.

- **10.1.2** An employee may apply to take vacation time in units of days less than a week and the Company shall grant this provided it does not interfere with operational requirements.
- **10.1.3** No employee shall be allowed to schedule his/her fourth, fifth or sixth weeks of vacation until all other employees have had a chance to schedule their first three weeks of vacation, according to the procedures set out in Article 10.3.
- **10.2.1** It is agreed that an employee will not be required to take his/her vacation prior to May 1 or after September 30, except that if a special operational requirement arises, vacations may be spread beyond such period to dates arranged by mutual consent between the Company and the Guild.
- **10.2.2** Full vacation entitlement may be taken in successive weeks if it falls outside of prime time period of May 1 to September 30, as well as the two weeks including Christmas Day and New Year's Day, and the week of March school break.

- **10.3** A system for vacation selection based on two 6-month blocks as follows, rather than the one-year request period:
- September 1 to February 28 pick by July 15, and
- March 1 to August 31 pick by January 15.

No employee shall be required to apply for vacation time by any set date, provided such employee is willing to waive seniority rights.

The first year of the agreement will be a trial period. If either party deems the change to be unsuccessful, the parties agree to revert to the old system, as follows.

Application lists for employees' first three weeks of vacation time shall be posted by 1st of July of each year on the appropriate Guild bulletin board in all departments. In the event of conflicting applications, seniority based on total length of service, shall prevail in all applications submitted prior to 15 July. On 20 July, the interim vacation list so arranged shall be posted, as will application lists for employees' additional weeks of vacation. In the event of conflicting applications concerning these vacation weeks only, seniority shall prevail on all applications submitted prior to 27 July. On 1 August, the vacation list so arranged shall be posted. No employee shall be required to apply for vacation time by any set date, provided such employee is willing to waive seniority rights.

- **10.3.1** Total length of service shall include unbroken service with any Postmedia Network Inc. newspaper company.
- **10.4** Upon termination of employment, an employee, or his/her legal representative in case of death, shall receive accrued vacation pay.
- **10.5** There shall be no carryover of vacations beyond 31 August of the following year unless mutually agreed between the employee and the Company. No employee shall take two years' worth of vacation consecutively without the approval of the Company.
- **10.6** It is the Company's intention that vacation carry-over will rarely if ever be approved. Exceptions will only be considered under very unusual circumstances where it has been impossible for an employee to take their vacation. For example, where an employee has been on an approved leave of absence for 12 (twelve) months or more. Any requests for consideration of vacation carry-over must be made in writing to the Human Resources Department with as much advance notice as possible. Approval of any requests will be at the sole discretion of the company.

Notwithstanding the above, if an employee receives a notice of layoff and he/she is in a vacation deficit position and has no time bank or days in the legacy leave bank to correct this deficit, the Company will not recover the unearned days. No new vacation will be approved once layoff notice has been given.

ARTICLE 11 - SICK LEAVE; BENEFIT PROGRAMS

11.1.1 The Company shall continue to provide sick leave with full pay to all other than probationary employees of up to a maximum of 20 working days accumulated in any one instance or illness. Illnesses that are continuous or cumulative absences for the same illness or injury shall be paid at 100% for the first 20 days of the illness and then paid at 70% for the remaining 22 weeks including statutory holidays within a twelve-month period regardless of whether the absence for said illness or injury carries over into the next calendar year when the affected employee has qualified for Long Term Disability benefits.

In case of compensable accident, the Company will pay 100% of an employee's wages less any amount received by the employee from the Workers' Compensation Board. However, in no case are the above amounts to exceed the regular take home pay that the employee would otherwise have earned had he/she not been absent on Workers' Compensation. To facilitate a regular income for the employee, the Company will pay the employee his/her regular straight-time wages and the employee shall turn over to the Company his/her earnings from Workers' Compensation as soon as received.

When required by the Company, an employee on sick leave must furnish at his or her own expense a certificate signed by a duly qualified medical practitioner establishing that the employee is incapable of working. The Company shall have the right to obtain independent medical advice from a medical practitioner of the Company's choice and at the Company's expense when the Union and the Company agree that such action is warranted. Any member who fails to comply may lose his/her sick benefits for that specific occurrence. No sick benefits will be paid for scheduled days off, vacation and statutory holidays. No sick benefits will be paid for time lost due to alcoholism or drug abuse if treatment is refused.

- 11.1.2 Probationary employees shall not be entitled to sick leave provided herein.
- **11.1.3** It is agreed that no deduction will be made for sick leave from overtime, seniority or vacation credited or to be credited to an employee.
- **11.1.4** Effective January 1, 2019, the Company shall provide for the following benefits plans in accordance with the benefit plan text:

Employee Life
Business Travel and AD&D
Long Term Disability
Dental
Health

Effective January 1, 2019, the Company shall provide for the following Optional benefits plans:

Optional Employee Life Optional Spousal Life Optional Child Life Optional AD&D

- **11.1.5** It is understood that each of the plans referred to in this section shall be subject to the terms and conditions of the insurance agreement with the companies concerned.
- **11.1.6** The Company's obligations expressed under this article with respect to the provision of the above-mentioned insurance plans refer to the payment by the Company of the premiums necessary to obtain the insurance.
- **11.1.7** Employees working who are age 65 or above shall be excluded from Article 11.1 except with respect to the following:
- Dental coverage as outlined under Article 11.1.4 will continue.
- Medical coverage as outlined under Article 11.1.4 will continue provided such coverage is not available under the provincial medical services plan.
- Company paid Life insurance will continue until age 70 or retirement, whichever occurs first.
- Article 11.1.3, Article 11.1.5 and Article 11.1.6 will continue to apply.
- **11.1.8** Benefits can be no less than what was negotiated during the bargaining of the current collective agreement. If the employee portion of benefit costs decrease, the reduction will be passed on to members. Details of the plan will be provided to all participants in the form of plan booklets.
- **11.2** The Company shall, when requested, meet with the Guild's accredited representative(s) and furnish all information on company benefit plan, including copies of the master agreement with the carriers.

11.3 Health Spending Account

In addition to the health and welfare benefits described above, the Company shall continue the Health Spending Account for all employees on record as of date of ratification (September 26, 2022) and who are already enrolled in the Company Benefits Plan.

The Company will deposit \$700.00 annually for full-time Employees and \$200.00 for part-time employees. Credits will be allocated in the employee's account on November 1st of each year.

These credits may be applied to any of the medical expenses or services which are part of our benefit program. The credits may be used for you, your spouse, or dependent children, as long as you have family coverage.

The Health Spending Account is managed by the Insurance carrier. The unused balance at the end of the year is carried forward for a maximum of one year.

11.4 CWA / ITU Pension Plan (Canada)

Starting with the first pay of 2019, all employees in the Company Pension Plans will move to the CWA/ITU Pension Plan (Canada). The Company shall make contributions of eight point three-three per cent (8.33%) of pensionable earnings. The plan is mandatory for all full-time employees under the age of 71. Benefits cannot continue to accrue beyond the end of the year in which the employee turns age 71. Part-time employees shall have the option of enrolling in the CWA/ITU Pension Plan (Canada) provided they work an average of 21 hours or more per week.

Regular full-time employees are eligible to join the CWA/ITU Pension Plan on the first of the month following three months of continuous service.

Part-time employees are eligible to join the CWA/ITU Pension Plan after completing one full year of service and average 21 or more hours per week.

Temporary employees are not eligible to join the CWA/ITU Pension Plan.

Rider "A" - Effective the first pay of 2019, the pension contributions above shall be deemed to be Employer contributions for all purposes of the Plan.

Rider "B" – Effective the first pay of 2019, the employees will have an amount equal to three point three-three per cent (3.33%) of pensionable earnings deducted from each pay. The amount deducted will not be remitted by the Company to the CWA/ITU Pension Plan (Canada) as a pension contribution but will be retained by the Company.

Contributions shall be made for all pay periods for which an employee receives compensation (e.g. sick leave, vacations, holidays, bereavement leave, jury duty). The Plan is administered by Union and Company Trustees.

Contributions shall be made payable by cheque, money order or similarly recognized medium of exchange to the CWA/ITU Negotiated Pension Plan (Canada) and shall be forwarded to FAS, 10154 108 St NW, Edmonton, AB, T5J 1L3 (or to such corporate trustee as may be designated by the Trustees of the Plan), no later than the 10th of the following calendar month for which contributions are due. Completed remittance forms will accompany such contributions.

Title to all monies paid into the Plan shall be vested and shall be held exclusively by the Trustees in Trust for use in providing the benefits under the Plan and paying its expenses.

The Company agrees that in addition to the Union's right to enforce this section, the Union shall have the right in its discretion to take any action necessary to collect any contribution or monies due and owing to the Plan and to secure delinquent reports. The Company

further agrees that the Union shall have the right to collect reasonable attorneys' fees and expenses incurred in connection therewith.

Unless otherwise explicitly agreed in writing, benefits provided by contributions to the CWA/ITU Pension Plan (Canada) pursuant to this section shall be in addition to all other benefits heretofore provided by the Company and/or by any Plan or Trust to which the Company has made contributions.

The Company's sole liability as to pension benefits for its employees covered by this collective agreement is limited to its negotiated contributions to the CWA/ITU Pension Plan (Canada). The Company specifically assumes no responsibility for the benefits promised the participants by the Trustees of the CWA/ITU Pension Plan (Canada).

ARTICLE 12 - GRIEVANCE PROCEDURE

12.1 It is the mutual desire of the parties hereto that grievances be adjusted as quickly as possible. Any grievance arising from the application or interpretation of this Agreement shall first be discussed with the supervisor concerned by the employee involved and/or the Guild as soon as possible or within thirty (30) days of discovery of the incident or occurrence giving rise to the grievance whichever is sooner. The supervisor's response to the grievance shall be given no later than five (5) days after said discussion and shall be provided to the employee and the Guild. Failing settlement, the grievance may be taken up in the following manner and sequence provided it is presented within fifteen (15) days of the supervisor's reply.

The Guild may maintain stewards in the departments and the Company or its representatives shall be advised of their names. The stewards shall make a written presentation of the grievance to the Company or its representatives. Such presentation shall outline the grievance alleged and the relief sought. The Company or its designated representatives shall answer any such grievance within seven (7) days of its submission.

- **12.2** The Guild may designate a Standing Committee, of whom not more than five (5) shall take up with the Company or its representatives any matter arising from the application or interpretation of the Agreement and the Company or its representatives agree to meet them as hereinafter set out.
- 12.3 If any grievance submitted in accordance with 12.1 hereof is not settled within the period provided therein (which time may be extended by mutual agreement), the grievance may be referred by notice given by the Standing Committee within a further period of forty (40) days to the Company or its representatives. The Company or its representatives shall meet with the Standing Committee within seven (7) days following receipt of such notice (which time may be extended by mutual agreement). The Company or its representatives shall submit its answer in writing to the Standing Committee within seven (7) days after such meeting.

12.4 If any such grievance is not settled within the period provided (which time may be extended by mutual agreement), the grievance may be referred to arbitration by the Standing Committee in accordance with the procedure set forth in Article 18 (Arbitration) of this Agreement.

ARTICLE 13 - SEVERANCE PAY

- **13.1** Upon severance from the Company's employ, or upon death, an employee shall not be entitled to any benefits or payments beyond that provided in this article if, being eligible for participation in the Company's pension plan, he/she failed to participate.
- **13.2** Upon discharge, an employee shall receive severance pay in a lump sum, equal to 2.6 weeks' pay for every year of service or fraction thereof with the Company, to a maximum of 60 weeks pay (without benefits). At the employee's option, exercised at the time of layoff, payment may be made in bi-weekly sums equal to his/her bi-weekly salary until severance pay has been used up. An employee who opts to receive severance in bi-weekly payments (retiring allowance) will be eligible to receive 2.6 weeks' pay for every year of service or fraction thereof with the Company, to a maximum of 60 weeks pay (with benefits).

The parties agree that the provisions of Article 13.2 will apply to the layoff of the Statistics Clerk and to the buydown/layoff of Mailroom Cleaners.

- **13.3** Severance pay need not be paid on voluntary resignation, nor in the case of termination for just cause. Severance pay need not be paid on agreed retirement, or retirement for just and sufficient cause. If there is a disagreement on the justice and sufficiency of cause of retirement, such dispute may be submitted to arbitration by either party under the terms of Article 18 Arbitration. If the arbitration determines there is such cause, it shall also determine the date of retirement.
- **13.4** The period of an employee's service with the Company, for the purpose of this article, shall mean total continuous service with a Postmedia Network Inc. newspaper company.
- **13.5** Severance pay shall be computed at the average basic bi-weekly salary paid the employee concerned during the final twelve (12) months of his/her employment with the Company.
- **13.6** This Article shall not apply while an employee is a probationary employee.

ARTICLE 14 - JOB SECURITY

14.1.1 The Company agrees that there shall be no discharge except for just and sufficient cause.

Layoff Procedure

14.1.2

In the event of any discharge to reduce the force for economy to be known as a layoff, the following procedure shall apply:

- (a) The Company shall immediately notify the Guild of the proposed staff reduction, advising it of the job titles and number of employees affected. The Guild and the Company shall immediately enter into discussions. The Guild shall have 14 days in which to present the Company with recommendations on how to reduce the payroll to alleviate such layoffs. The Company shall consider recommendations made by the Guild before making a final decision. No layoff notices shall be given to employees during this 14-day period.
- (b) Employees to be laid off shall receive at least two weeks' written notice after the end of the discussion period outlined above. During this time, the Company shall consider voluntary resignation, early retirement offers and job sharing requests from employees. The number of employees to be laid off shall be reduced to the extent that the payroll savings have been achieved by the voluntary measures accepted by the Company. Employees resigning under this article shall receive severance pay as provided in Article 13 Severance Pay.
- (c) For the remaining layoffs, if any, the following procedure shall apply: Within each department employees shall first be grouped according to their status as either full-time or part-time employees and then according to their classifications. Within each group layoffs, if any, shall be made in inverse order of company seniority. Seniority shall mean length of continuous employment with the Company or a Postmedia Network Inc. newspaper company. Employment shall be deemed continuous unless interrupted by resignation, discharge for just cause or refusal to accept an offer of rehire into the classification in which the employee was working when laid off. A full-time employee who receives notice of layoff may elect to bump within his/her department into full-time work in an equal or a lower classification in which he/she has previously worked or has proven competence or may acquire competence by a reasonable amount of training, in the opinion of the Company, provided that the employee's total company seniority is greater than that of the employee whose position is claimed. An employee so displaced may similarly elect to bump or the employee may elect to take severance pay as provided in Article 13.

An employee who bumps into a lower classification shall be paid not less than the top minimum for that classification. A full-time employee who receives notice of layoff may elect to bump within his/her department into part-time work in his/her own classification or to part-time work in any lower classification in which he/she has previously worked or has proven competence or may acquire competence by a reasonable amount of training, in the opinion of the Company, provided that the employee's total company seniority is greater than that of the employee whose position is claimed. A part-time employee who receives notice of layoff or is bumped by a full-time employee may elect to bump within his/her department into part-time work in any lower classification in which he/she has

previously worked or has proven competence or may acquire competence by a reasonable amount of training, in the opinion of the Company, provided that the employee's total company seniority is greater than that of the employee whose position is claimed. A part-time employee thus displaced may similarly elect to bump another part-time employee in a lower classification in the same department who has less company seniority or choose to take severance pay provided in Article 13.

- (d) Each employee laid off and each employee sharing a job shall be placed on a rehiring list for two years. The Company shall fill each vacancy in the bargaining unit with a person from the list. The person to be hired shall be the person from the department in which the vacancy occurs who has the greatest company seniority and who was laid off from the classification in which the vacancy occurs or was laid off from a higher classification and has proven competence or may acquire competence by a reasonable amount of training, in the opinion of the Company, in the classification in which the vacancy occurs. Time spent on a rehiring list shall not constitute a break in continuity of service but need not be counted as service time in computing seniority.
- (e) The Company shall make the rehiring list available to the Guild upon request.
- (f) An employee hired under part "d" above shall be paid the applicable minimum for the classification into which the employee is rehired plus any dollar differential above the minimum which the employee was paid when laid off.
- (g) Refusals to accept a job offer in the classification from which the employee was laid off shall result in the employee being dropped from the rehiring list. If an employee is rehired after payment of severance pay and before the expiry of the number of weeks so paid for, the unearned severance pay shall be refunded to the Company.
- (h) An employee being recalled shall be notified by registered mail with a copy to the Guild. It shall be the responsibility of the employee to advise the Company of any change of address. The employee shall notify the Company in writing, within seven days of receiving such registered mail of his/her intention to return and shall be given an additional seven days to report for work, failing which his/her name shall be removed from the rehiring list.
- **14.2** In the event of discharge for just cause, a copy of the notice of any termination of employment, in which shall be included the reason for discharge, shall be sent to the Guild at the same time as it is sent to the employee.
- **14.3** New employees shall be considered probationary employees for the first 120 calendar days of their employment with the Company. A new employee's performance shall be discussed with him/her not later than half-way through the probationary period, with a follow-up review if necessary, before the end of the probationary period.
- **14.4** In any change of classification, or transfer except for temporary replacement of an employee absent from his/her usual position, there shall be a trial period of 90 calendar

days. An employee who is raised to a higher classification shall be deemed to be on a trial basis for the 90-day period, except for purposes of salary which shall remain unchanged for the first 30 days, and during such trial period may be returned to his/her former classification for any reason which the Company deems sufficient. An employee kept in the higher classification for more than 90 days, except for temporary replacement as mentioned, shall be considered permanently in that classification and shall receive the next higher rate of pay in that classification.

- **14.5** There shall be no discharge as a result of putting this Agreement into effect.
- **14.6** Part-time employees shall not be employed where such employment would eliminate or displace regular or full-time employees.
- **14.6.1** It is recognized that the Company may use freelancers and contributors, but such use shall not be to the financial detriment of Editorial employees.
- **14.6.2** The application of Article 14.6.1 above is restricted to employees on staff as at November 4, 2013.
- **14.7.1** No regular full-time employees employed with The Ottawa Citizen/Ottawa Sun July 21, 1993, shall suffer loss of employment solely as a result of the introduction of new equipment or new processes, or as a result of the contracting out of work. Regular full-time employees employed with a Postmedia Network Inc. newspaper company on July 21, 1993 whose services are no longer needed in the classifications in which they were previously employed solely as a result of the introduction of new equipment or new processes, or as a result of the contracting out of work may be transferred and retrained at company expense to other positions without loss of salary. Employment with a Postmedia Network Inc. newspaper company shall be deemed continuous unless interrupted by resignation or discharge for just cause.

In the case of transfer outside the bargaining unit, the employee will be subject to the collective agreement in that department, if any. However, if an employee working outside the departments as a result of a transfer is laid off in another jurisdiction by operation of seniority or other provisions, that employee shall be transferred back to his or her original bargaining unit with seniority accumulated during the time out of the bargaining unit and shall be covered by the provisions of the collective agreement at the time of the transfer back. The Company shall endeavour not to transfer members outside of the bargaining unit without their consent. However, the Company reserves the right to make any and all transfers. An employee who is transferred to a job outside of the bargaining unit which is deemed by the employee not to be acceptable shall, six months after the date of transfer, have the option to resign and receive severance at twice the rate otherwise payable under Article 13 - Severance or the voluntary staff reduction program currently in place, if any, whichever is greater. An employee who chooses to resign shall give two weeks' written notice of his/her decision to the Company.

In the event of such a transfer, the employee shall continue to be paid at a salary rate not less than the salary applicable to the level held in the classification from which he/she was transferred and shall continue to receive any merit increases which he/she was receiving at the time of the transfer. Subject to the continuing ability to perform satisfactorily the work of the classification to which he/she was transferred, as demonstrated in a ninety-calendarday trial period, the employee so transferred will be given the first opportunity of returning to any vacancy that occurs in the classification from which he/she was transferred in the order of his/her seniority. Reductions in the force involving these employees subsequent to and as a result of the introduction of the equipment or processes referred to earlier shall be accomplished by death, retirement, resignation, by transfer, or by reasons of discharge for cause.

14.7.2 Regular part-time employees employed with The Ottawa Citizen/Ottawa Sun on July 21, 1993 whose services are no longer needed solely as a result of the introduction of new equipment or new processes, or as a result of the contracting out of work shall be transferred and retrained at company expense to other regular part-time positions, if vacant, without loss of salary. In the case of transfer outside the bargaining unit, the employee will be subject to the collective agreement in that department if any. An employee who is eligible for transfer to a job outside of the bargaining unit which is deemed by the employee not to be acceptable shall have the option to resign and receive severance at twice the rate otherwise payable under Article 13 - Severance. An employee who chooses to resign shall give two weeks' written notice of his/her decision to the Company.

Within each department, part-time employees shall first be grouped according to their classifications. Within each group, transfers, if any, shall be made in order of company seniority. Seniority shall mean length of continuous employment with the Company or a Postmedia Network Inc. newspaper company. Employment shall be deemed continuous unless interrupted by resignation or discharge for just cause. A part-time employee who is transferred will have a reasonable amount of training, in the opinion of Company, to acquire competence. If competence is not acquired following a reasonable amount of training, in the opinion of the Company, the employee will be laid off and receive severance at twice the rate otherwise payable under Article 13 - Severance.

14.8 Technological change means the introduction by the Company of new equipment or new processes. In the event the Company plans technological change(s) which will result in significant impact on staff levels, the Company will give the Guild a minimum of ten (10) weeks' notice of technological change. Where the Company has notified the Guild of its intention to introduce technological change(s), the parties undertake to meet within the next fifteen (15) calendar days to hold constructive and meaningful consultations in an effort to reach agreement on solutions to problems arising from the technological change.

Notice shall include;

- (a) a description of the technological change;
- (b) the date on which the Company proposes to implement said technological change;
- (c) the number and classifications of employees affected by the technological change;

- (d) the effect of the technological change on the terms and conditions of employment of other employees;
- (e) the job classifications abolished and the new job classification to be created by the technological change(s).
- **14.9** The Company may offer buyouts to individuals or groups of individuals provided the Company gives the Guild three (3) days' notice of their intent. It is understood that no employee is obligated to accept a buyout and that the employee shall be entitled to Guild representation during this process. This shall not be taken to preclude the Company from continuing with its current practice of offering voluntary staff reduction programs that are open to the entire staff.

ARTICLE 15 - EXPENSES AND EQUIPMENT

- **15.1** The Company agrees to pay all authorized expenses incurred by the employee in the service of the Company if supported by vouchers or receipted bills when normally available.
- **15.2.1** Employees shall be paid at the mileage rate according to the following formula for all authorized use of automobiles owned by an employee and used in the service of the Company. The following is the mileage rate formula implemented September 21, 2008 and which will be updated by the Company:

100.0 to 104.9 cents/litre, unleaded 41.0 cents/km for the first 5,000 km p.a., 38.5 cents thereafter 105.0 to 109.9 cents/litre, unleaded 41.5 cents/km for the first 5,000 km p.a., 39.0 cents thereafter 110.0 to 114.9 cents/litre, unleaded 42.0 cents/km for the first 5,000 km p.a., 39.5 cents thereafter 115.0 to 119.9 cents/litre, unleaded 42.5 cents/km for the first 5,000 km p.a., 40.0 cents thereafter 120.0 to 124.9 cents/litre, unleaded 43.0 cents/km for the first 5,000 km p.a., 40.5 cents thereafter 125.0 to 129.9 cents/litre, unleaded 43.5 cents/km for the first 5,000 km p.a., 41.0 cents thereafter 130.0 to 134.9 cents/litre, unleaded 44.0 cents/km for the first 5,000 km p.a., 41.5 cents thereafter 135.0 to 139.9 cents/litre, unleaded 44.5 cents/km for the first 5,000 km p.a., 42.0 cents thereafter 140.0 to 144.9 cents/litre, unleaded 45.0 cents/km for the first 5,000 km p.a., 42.5 cents thereafter 145.0 to 149.9 cents/litre, unleaded 45.5 cents/km for the first 5,000 km p.a., 43.0 cents thereafter 150.0 to 154.9 cents/litre, unleaded 46.0 cents/km for the first 5,000 km p.a., 43.5 cents thereafter

The local price of unleaded gasoline shall be established by a check at random of four local Ontario dealers for each of the following brands: Esso, Petro-Canada, Shell, Sunoco; the prices shall then be averaged. A check will be made to determine the current average price on the date of signing of this Agreement.

- **15.2.2** Notwithstanding Article 15.2.1, it is understood that the Company recognizes the employee's right to refuse to use his/her own automobile in the service of the Company.
- **15.3** An employee of the Reader Sales and Service Department authorized to use his/her own car regularly in the service of the Company shall be paid at the rate of the current litre rate per kilometre or the current litre rate times 260 kilometres a week worked by the employee, whichever is greater. Except on termination of employment by voluntary

resignation or for cause other than economy, an employee authorized to use his/her car regularly shall receive at least four months' notice before such authorization may be discontinued. When such employee is sick, the car allowance shall be \$50 per week.

15.4 Uniforms, coveralls or smocks shall be supplied to all regular full-time and part-time employees in the Building Services Department. Winter jackets, winter boots, gloves, hats and snow pants will be supplied for each employee in the M1 - Maintenance Person classification and the Assistant Building Supervisor on employment and every two years thereafter. Uniforms, coveralls or smocks shall be supplied to employees in the Printing classification. One winter jacket will be supplied for the use of employees in this department. Winter jackets will be supplied to ramp employees. The Company will pay an annual safety boot allowance to a maximum of \$150 on receipt for employees in Building Services and In-Plant Printing, as well as ramp attendants.

15.5 On mutual agreement between the Citizen/Sun and the employee, an employee may receive an automobile allowance in accordance with the car policy in place at the Citizen/Sun.

ARTICLE 16 - LEAVES OF ABSENCE

Leaves described in Article 16.1 are not in addition to any statutory leaves now in effect or which may be legislated to take effect at any time during the term of this Agreement.

16.1 Leaves with Pay

16.1.1 Maternity Leave

The Company agrees to grant maternity leave of a duration as outlined in the Employment Standards Act which the Company may grant to any female employee if such employee requests it.

During the period of maternity leave the Company shall assume the full costs of the premiums for the company benefit programs in which the employee is enrolled.

The employee shall endeavour to provide the Company with at least two (2) weeks' notice before commencement of maternity leave.

The employee shall return to work in the timeframe stipulated in the Employment Standards Act following the commencement of maternity leave unless a further extension was agreed to by the Company prior to the commencement of said leave.

The employee shall provide the Company with two (2) weeks' notice, or such longer period of time which may be necessary in order to satisfy departmental scheduling requirements, prior to returning from maternity leave. Failure to return immediately following the expiration of maternity leave shall be deemed to be a voluntary resignation.

Upon return from maternity leave, the employee will be reinstated in her regular job or, if her regular job was abolished during her absence, to a comparable job at the same salary she would have received had her employment with the company been continuous and with full credit toward all of the applicable benefits which are affected by length of service.

16.1.2 Adoption Leave

The Company agrees to grant adoption leave in accordance with the Employment Standards Act or such longer period which the Company may grant to any employee if such employee requests it. Such leave shall be granted for legal adoptions only and shall not apply if either adoptive parent is the natural parent of the adopted child. In the case where both adoptive parents are employees of the Company, then adoption leave shall be granted to only one of these employees. Adoption leave shall begin on the date that the employee assumes custody of his or her adopted child. During the period of adoption leave the Company will assume the full costs of the premiums for the benefit programs described in Article 11 in which the employee is enrolled. An employee's usual vacation entitlement shall not be reduced as a result of being on adoption leave. Failure to return immediately following the expiration of such period of adoption leave shall be deemed to be a voluntary resignation.

16.1.3 Paternity Leave

Paternity leave of five (5) days, three (3) of which will be paid, shall be granted upon request in accordance with the Employment Standards Act; such leave may be taken during the two weeks following the birth or adoption.

16.1.4 Leave for Emergencies

The Company shall grant one day of leave with pay per year for emergencies. Payment beyond one day shall be paid at the discretion of the Company. Such approval shall not be unreasonably withheld.

16.1.5 Bereavement Leave

Employees bereft by the death of a spouse (includes common-law and same gender spouse), child or stepchild, shall be entitled to a leave of absence with full pay for five days. Employees bereft by the death of a parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law or daughter-in-law shall be entitled to a leave of absence with full pay for three days.

Employees bereft by the death of a sister-in-law or brother-in-law shall be entitled to a leave of absence with full pay for one day.

Bereavement leave in excess of these minimums will be granted on compassionate grounds, taking into account considerations such as distance from and the extent of the employee's familial ties to the deceased. Permission for extended bereavement leave or for attendance at a funeral shall not be unreasonably withheld.

16.2 Leaves Without Pay

- **16.2.1** The Company shall grant leave of absence without pay to a maximum of one (1) year for regular full-time employees for just and sufficient cause in the opinion of the Company. The Company shall grant leave of absence without pay to a maximum of three months for regular part-time employees for just and sufficient cause in the opinion of the Company. Such approval shall not be unreasonably withheld. However, on mutual agreement, leave of absences of more than one year for regular full-time and more than three months for regular part-time can be decided on a case-by-case basis.
- **16.2.2** Individual leaves of absence to a total of 30 days in each 12 months or fraction thereof shall not be deducted in computing benefits under this Agreement.

16.2.3 Guild Leave

If an employee is elected or appointed to any CWA Canada, TNG-CWA or CLC office or affiliate thereof, such employee on his/her own request in writing shall be given leave of absence without pay and shall be reinstated in the same position or a comparable one upon the expiration of such leave. The foregoing shall apply also to delegates to TNG-CWA, AFL-CIO and CLC conventions, local, national and international, and to delegates to special meetings called by CWA Canada, TNG-CWA.

- **16.2.3.1** Except in an emergency, two weeks' notice shall be given to the Company of all local executive and membership meetings, meetings of CWA Canada and TNG-CWA, AFL-CIO and CLC Conventions and to any other meetings. Emergency is defined as a situation which could not have been anticipated in advance by a person exercising reasonable diligence. The Company agrees to remunerate all employees on leave for local Guild business their regular bi-weekly pay and benefits without penalty, provided two weeks' notice has been given to the Company. The Guild shall reimburse the Company for the gross amount paid to the employee and on behalf of the employee for all such leave immediately on receipt of notice from the Company.
- **16.2.3.2** Leaves granted under Article 16.2.3 shall not be granted to more than five employees at any one time and any leave to delegates shall be limited to not more than ten (10) days' duration. The parties may agree to an enlargement of these limits.

16.2.4 Academic Leave

Leave of up to two years without pay may be granted for academic purposes.

ARTICLE 17 - MILITARY SERVICE

- 17.1 In the event of an employee's enlistment (for service anywhere) during the time of war in which Canada is engaged, or conscription at any time, for service in His Majesty's forces, he/she shall be considered on leave of absence and, on release of such service, shall resume his/her position or a comparable one, with a salary of not less than he/she would have received if his/her service with the Company had been continuous. An employee for the purpose of this article is one who has had six months' continuous service upon entering His Majesty's forces.
- **17.2** Time spent in such service shall be considered service time with the Company in computing severance pay, experience rating, length of service compensation, length of vacations and all other benefits which depend in whole or in part upon the length of continuous service with the Company.
- **17.3** If an employee, upon his/her return from such service, is found to be incapacitated to the extent that he/she is unable to resume his/her former employment, the Company shall make all efforts to place him/her in other acceptable employment and shall consult with the Guild thereon. If such employment is not found, the employee shall receive his/her severance pay. If an employee dies while in such service, the amount of severance pay shall be paid to his/her beneficiary or estate.
- **17.4** Application for the resumption of employment shall be made within 90 days after termination of such service plus travel time from the separation point to the place of employment by rail.
- 17.5 An employee promoted to take the place of one entering such service may, upon resumption of employment of such service, be returned to his/her previous position and salary, but at not less than the current minimum for that previous position. Any employees so promoted, and while such position is temporary, shall continue to receive credit for his/her employment in the experience rating in which he/she is classified. In the event of a subsequent permanent change in employment and consequent change in classification, the employee shall receive full credit in his/her experience rating in such new classification for the period in which he/she has already been engaged in such new classification.
- **17.6** An employee hired as a replacement for one entering such service shall be covered by all the provisions of this Agreement, except this Military Service Article, and except that such employees on entering such military service shall be construed to be a dismissed employee and shall be given severance pay and pro rata vacation pay.
- **17.7** An employee hired as a replacement for one entering such service shall be given preference over any new employee in filling a vacancy other than the one caused by an employee entering the service.

17.8 Leaves of absence without pay shall be granted to employees for required annual training service with the Canadian Forces Reserves. All provisions of Article 17 shall apply to any employee in Canadian Forces Reserves.

ARTICLE 18 - ARBITRATION

- **18.1** If there is any difference arising from the interpretation or administration of this Agreement, either party may go to arbitration under the terms of the Ontario Labour Relations Act, Sections 44 and 45, and the results of such arbitration shall be final and binding on both parties. Any such difference shall be deemed to have been abandoned if it has not been referred to arbitration as herein provided within 40 days of the procedure outlined in Article 12 Grievance Procedure.
- **18.2** The terms of this Agreement shall remain in force while negotiations and/or arbitration proceedings are being carried out.

ARTICLE 19 - PROFESSIONAL ACTIVITIES

- **19.1.1** Bylines or credit lines shall be used at the Company's discretion provided that an employee's byline or credit line shall not be used over his/her protest.
- **19.1.2** The Company shall endeavour to consult with an employee before substantive changes are made to the material submitted by the employee. If consultation is not possible and publication cannot be delayed, the byline or credit line of the employee involved shall be removed. Upon request, employees shall be given the reasons for substantive changes to their material.
- **19.2.1** No employee shall be required by the Company to give up custody of or to disclose any knowledge, information, notes, records, films, film prints, film negatives, film equipment, documents, photographs or tapes or the sources thereof to any party other than the Company, such material being the property of the Company.
- **19.2.2** The Company agrees that, where a court order is not involved, the foregoing shall not be released to any other party without first consulting the employee.
- **19.2.3** Except where libel has been alleged, no retraction of an employee's work shall be published without every effort first being made to consult with the criticized employee.
- **19.3** Employees of the Company shall be free to engage in any activities outside working hours, provided such activities do not consist of service performed for competitors of the Company, unless prior approval for such activities is obtained from the Company or its designated representative.
- **19.4** The Company shall endeavour to inform any employee whose personal integrity or professional ethics are attacked in a letter to the editor, of the letter before it is published.

The employee may request the right to respond to the letter on the page where it is published. Permission for this will not be unreasonably withheld.

19.5 The Company will provide legal counsel of its choice for the defense of any employee facing civil lawsuit or criminal charges as a result of work being published, or an act of any employee in the performance of a job function, provided in either case that the employee has acted responsibly and within the scope of employment. If an employee is provided with legal counsel as noted above, said employee shall not suffer loss of wages, benefits or employment status arising out of the need to expend time defending said civil lawsuit or criminal charges. This does not preclude the Company from imposing discipline upon the employee for conduct that led to the civil lawsuit or criminal charges. It is further understood and agreed that the above does not confer on employees any guarantee of continuing employment or special status which would exempt them from layoff should the Company find it necessary to reduce the workforce or discharge for cause. It is further understood the provisions of the grievance procedure will apply with regards to any discipline, layoffs or discharge.

ARTICLE 20 - HEALTH & SAFETY

- **20.1** No employee shall be required to use equipment which has not received proper regular maintenance. The Company shall endeavour to make available to the Guild applicable maintenance records pertaining to work done after the signing date of this Agreement.
- **20.2** All vehicles shall undergo a mandatory safety check every six months or 20,000 km, whichever comes first. This mandatory safety check shall include all the items that are covered by the Ontario Motor Vehicle Safety Standards Certificate. Upon request, the Company will make available to all drivers of company vehicles a regulation first aid kit, fire extinguisher, flares and blanket.
- **20.3** Should the Company decide that weather conditions warrant it, employees in the areas affected may be authorized to return to the Citizen/Sun. In making the decision, the Company will take into account weather reports provided by the Ministry of Transportation and police.
- **20.4** The Ottawa Citizen / Ottawa Sun will have an air quality test of the Citizen/Sun building performed every three (3) years.

ARTICLE 21 - MISCELLANEOUS

- **21.1** The Company agrees to make available a bulletin board of adequate size in a conspicuous location in each of the departments for the exclusive use of the Guild.
- **21.2** The Company shall ensure that any employee's ability to speak French does not prevent normal transfers or promotions.

- **21.3** The Company agrees to pay the regular bi-weekly salary of any employee subpoenaed by the Crown to appear in court or of any employee called to serve on a jury. Nightside employees will not be required to work night shifts on two consecutive nights if they must spend the intervening day in court; such employees shall not suffer loss of pay under this provision. This clause does not apply to any employee appearing in court as a result of having been charged with an offence against the law.
- **21.4** Employees covered under the terms of this Agreement shall not be required to perform personal errands for supervisors.
- **21.5** The Company further agrees to maintain a workplace free from harassment, as per the Company's published Harassment Policy.

ARTICLE 22 - NOTICES

Except when otherwise provided, any notice which either party desires to give the other shall be given by personal service upon or prepaid registered mail as follows:

To the Company: The Ottawa Citizen/Ottawa Sun 1101 Baxter Road OTTAWA, ON, K2C 3M4

To the Guild:
The Secretary-Treasurer
Ottawa Newspaper Guild
Unit 300 – 2200 Prince of Wales Drive
OTTAWA, ON, K2E 6Z9

Any notice given under the Agreement by registered mail shall be deemed given and received as of the business day following the date of mailing.

ARTICLE 23 - DURATION AND RENEWAL

This Agreement shall remain in full force and effect from the 26th day of September 2022, until the 26th day of September 2025 and shall inure to the benefit of and be binding upon the successors and assigns of the Company. Notice in writing of a desire to renegotiate may be given by either party to the other party not less than 60 days and not more than 90 days prior to the termination of this Agreement, in which case negotiations shall be commenced within 15 days of the date on which the party to whom such notice is given receives the notice. The terms and conditions of this Agreement shall remain in effect during such negotiations.

In witness hereof the parties have hereunto affixed their seals under the hands of their officers, duly authorized in that behalf, at the City of Ottawa, September 26, 2022.

For The Company:	For the Guild:
Eíleen Flood	Loís Kírkup
Eileen Flood	Lois Kirkup
Samantha-Stíllo Spolveríno	Taylor Blewett
Samantha Stillo-Spolverino	Taylor Blewett
	Bruce Campbell
	Bruce Campbell

LETTERS OF INTENT

INDEX: The following Letters of Intent are appended to the Collective Agreement

- 1. Re Blogging
- 2. Re Pay Equity
- 3. Re Disabled District Supervisors
- **4.** Re Variations in Hours of Work
- **5**. Re Job Sharing
- 6. Re French Language Instruction
- 7. Re Child Care
- 8. Re Obsolete Classifications/Guild Inclusions
- 9. Re Part-Time Employees' Vacation Credit
- 10. Re Exclusions
- **11.** Re Transportation
- **12.** Re Article 14.7
- **13.** Re Musculoskeletal Injury
- 14. Re Scheduling and Weekends Off
- **15.** Re Practice (RS&S Country District Supervisors)
- 16. Re Editorial Page Writers
- 17. Re Cleaning
- 18. Re Interns
- **19.** Re Bonus Plan
- 20. Re Classification and Bumping Rights
- **21.** Re Training
- **22.** Re: Part-time Employees
- 23. Re: Defined Contribution Component of the PNI Pension Plan
- 24. Re: Maternity/Adoption Leave Top Up
- **25.** Re Digital Security
- **26.** Re: Benefits Coverage Amounts

LETTER OF INTENT # 1 Re Blogging

It is understood and agreed that those employees assigned "blogging" duties will perform those duties within their regular working hours, and the Guild will be informed of the assignment. Blogging duties assigned by the Company performed outside of regular working hours will be considered overtime provided these duties have been authorized, in writing, by the Managing Editor or designate.

There shall be no additional cost to the employer arising out of an employee request for the right to blog using the Company site/resources. It is further understood that blogging done at the request of the employee will not be done unless and until the employee's assigned duties are complete.

LETTER OF INTENT # 2 Re Pay Equity

Whereas the Guild initiated an application for review services to the Pay Equity Commission, dated August 19, 2004, File No. 04/15688, in respect of the Citizen's and the Guild's joint obligations to maintain pay equity.

Whereas the parties agreed on March 4, 2005 that all positions governed by the Guild Collective Agreement have been maintained appropriately for the purposes of pay equity except for eight positions identified in the March 4, 2005 Agreement, which we agreed should be re-evaluated to determine if they had been appropriately maintained. Those positions were:

- B-3 Clerk Cashier
- B-3 Assistant Collection Clerk
- B-3 Office Clerk
- B-4 Switchboard Operator
- C-3 CSR FT
- C-7 CSR PT
- E-7 Editorial Researcher
- E-6 Calendar Coordinator

Whereas the parties have re-evaluated four positions in the Business Office: B-3 Clerk Cashier; B-3 Assistant Collection Clerk; B-3 Office Clerk; B-4 Switchboard Operator;

And

Whereas the parties have re-evaluated two positions in the Reader Sales and Service Department: C-3 CSR FT; C-7 CSR PT;

And

Whereas the parties have re-evaluated two positions in the Editorial Department: E-6 Calendar Coordinator; E-7 Editorial Researcher as well as conducted initial evaluation on Travel Editor, Online Editor and Web Designer.

The parties agree as follows:

- 1. The parties acknowledge that there has been no significant change to the positions of Clerk Cashier, Assistant Collection Clerk, Office Clerk, CSR FT, CSR PT, Calendar Coordinator and Editorial Researcher.
- 2. The parties recognize, however, that many of the tasks in the Business Office are shared amongst the three B-3 positions, and therefore, for the purposes of resolving this and without prejudice or precedent, the parties agree that the three B-3 positions in issue shall be rated in accordance with the ratings set out for the Clerk Cashier position.
- 3. The parties further recognize that Darla Reid, who presently holds the Switchboard Operator position, has taken on some additional duties. While the Switchboard Operator position has not changed significantly, the parties agree that Ms. Reid should be paid for time spent in the higher classifications in accordance with Article 7.2.1 of the collective agreement. To that end, the parties agree that, effective September 24, 2007, Ms. Reid shall be compensated for the time spent in the higher classification at the B-3 rate of pay. At present, Ms. Reid spends 2.5 hours per day performing duties in the higher classification.
- 4. The parties agree that the position of Online Editor and Editor, Weekly Section shall be considered E-4 positions. The Travel Editor is acknowledged to be an Editor of a weekly section.
- 5. The parties agree that the position of Web Designer shall be considered an E-5 position.
- 6. The parties further agree that the Hubbard Revo-Cohen questionnaire form is the evaluation tool used for the purposes of pay equity.
- 7. The parties are agreed all positions governed by the Guild Collective Agreement are appropriately evaluated and that pay equity has been maintained to date in accordance with the Pay Equity Act. The parties agree to take the necessary steps to have the Application to the Pay Equity Commission withdrawn. A copy of this Agreement shall be provided to the Pay Equity Commission and the parties shall advise the Pay Equity Commission that all outstanding matters between the parties are resolved.

LETTER OF INTENT # 3 Re Disabled District Supervisors

The Company shall provide a district supervisor with loading assistance as required when the district supervisor furnishes at his own expense a certificate by a duly qualified medical practitioner substantiating the district supervisor's chronic disability. The Company may, if deemed necessary, require a second medical opinion from a practitioner of its choice.

LETTER OF AGREEMENT # 4 Re Variations in Hours of Work

A department may, subject to the written approval of the VP, Human Resources, permit variations in hours of work within the following guidelines:

- 1. The department manager will determine the hours of work deemed necessary for the effective operation of the department.
- 2. Variations in the employee's hours of work may occur as a result of staggered starting or finishing times, or an alteration in the time allowed for lunch.
- 3. The employee requesting a variation in hours of work will submit their written proposal through the immediate supervisor, copied to the department head (if not the immediate supervisor), and the VP, Human Resources. The written proposal shall outline the request and must be compliant with the terms of this letter of agreement.
- 4. Service must not be diminished by the variation in the employee's hours. The final decision with respect to this clause shall rest with the department manager. If accepted, the department manager shall respond in writing, copied to the VP, Human Resources.
- 5. There shall be no additional cost to the employer arising out of an employee request for variation in hours of work.
- 6. Where two or more employees seek the same variation in hours of work, but not all employees can be accommodated, variations in hours of work will be approved on seniority basis. Once approved, a more senior employee may not exercise seniority to disrupt an agreement re variation in hours already in effect.
- 7. Variations in the employee's hours of work may be discontinued on two weeks' written notice by either party.

LETTER OF INTENT # 5 Re Job Sharing

This will confirm our agreement that the Company will consider in good faith any job sharing proposals.

LETTER OF INTENT # 6 Re French Language Instruction

This will confirm our agreement that the company will continue its current practice regarding reimbursement for French language training.

LETTER OF INTENT # 7 Re Child Care

This will confirm our agreement that the Company will consider in good faith any childcare proposals.

LETTER OF INTENT # 8 Re Obsolete Classifications/Guild Inclusions

This is to confirm our understanding that if the following functions and/or positions are ever revived at The Ottawa Citizen/Ottawa Sun the Company agrees that they will be placed within the Guild bargaining unit and paid at a rate that would maintain their previous relationship to other Guild jobs. The rates listed below are to be updated with each subsequent Collective Agreement.

If the rural commission canvasser function is ever revived it may be temporarily classified as a circulation sales agent in periods in which it is mutually agreed by the Company and the employee concerned that a commission operation would not be satisfactory to both of them. While assigned as a circulation sales agent, when authorized to use his/her car, such employee shall receive the car allowance in Article 15 (expenses).

For the purpose of sick leave, vacation pay, severance pay and holidays, the bi-weekly basic salary of a rural commission canvasser shall be deemed to be the top minimum salary for the circulation sales agents.

This letter of understanding includes the following:

FINANCIAL SERVICES DEPARTMENT

Sept. 26, 2022 (2.25% inc.)	Sept. 26, 2023 (+1.75%)	Sept. 26, 2024 (+1.5%)
1384.08	1408.31	1429.43
1219.51	1240.85	1259.47
1188.72	1209.52	1227.66
1164.61	1184.99	1202.77
1150.71	1170.85	1188.41
1100.40	1119.66	1136.46
1041.79	1060.02	1075.92
1018.61	1036.44	1051.98
994.91	1012.32	1027.50
	(2.25% inc.) 1384.08 1219.51 1188.72 1164.61 1150.71 1100.40 1041.79 1018.61	(2.25% inc.) (+1.75%) 1384.08 1408.31 1219.51 1240.85 1188.72 1209.52 1164.61 1184.99 1150.71 1170.85 1100.40 1119.66 1041.79 1060.02 1018.61 1036.44

		Sept. 26, 2022 (2.25% inc.)	Sept. 26, 2023 (+1.75%)	Sept. 26, 2024 (+1.5%)
	Cashier tant Collection Clerk e Clerk	:		
2 yea	rs' experience	1018.26	1036.08	1051.62
1 yea	r's experience	976.37	993.46	1008.36
6 mo	nths' experience	949.82	966.44	980.94
To sta	art	929.61	945.88	960.07
2 yea 1 yea	hboard Operator rs' experience r's experience nths' experience art	975.87 939.77 921.08 889.84	992.94 956.22 937.20 905.42	1007.84 970.56 951.25 919.00
B-5 Tears	heet Clerk			
	oom Clerk	925.71	941.91	956.03
B-6 Junio	r Clerk	682.39	694.33	704.75
S-1 Print	er			
2 yea	rs' experience	999.87	1017.37	1032.63
1 yea	r's experience	904.99	920.83	934.64
-	nths' experience	881.46	896.88	910.34
To sta	•	860.89	875.96	889.10

8.3 Financial Services Department

- **8.3.1** There shall be a five (5) day, 35 hour week for employees working in the Financial Services Department save and except employees in Printing.
- **8.3.2** The working day for employees working outside of Printing shall be between 6 a.m. and 7 p.m. and shall consist of 7 hours falling within 9 consecutive hours.
- **8.3.3** There shall be a five (5) day, 37 ½ hour week for the day shift and a five (5) night, 35 hour week for the night shift for employees working in Printing.
- **8.3.4** The work day shall consist of 7 $\frac{1}{2}$ hours falling within 8 consecutive hours for the day shift and 7 hours falling within 7 $\frac{1}{2}$ consecutive hours for the night shift for employees working in Printing.

	Sept. 26, 2022 (2.25% inc.)	Sept. 26, 2023 (+1.75%)	Sept. 26, 2024 (+1.5%)
READER SALES AND SERVICE			
Night Inside Supervisor			
5 years' experience	1503.91	1530.23	1553.19
4 years' experience	1311.89	1334.85	1354.87
3 years' experience	1245.64	1267.43	1286.45
2 years' experience	1180.27	1200.93	1218.94
1 year's experience	1118.30	1137.87	1154.94
To start	1021.11	1038.98	1054.56
Apartment Supervisor			
5 years' experience	1503.91	1530.23	1553.19
4 years' experience	1311.89	1334.85	1354.87
3 years' experience	1245.64	1267.43	1286.45
2 years' experience	1180.27	1200.93	1218.94
1 year's experience	1118.30	1137.87	1154.94
To start	1021.11	1038.98	1054.56
District Supervisor			
5 years' experience	1482.93	1508.88	1531.51
4 years' experience	1311.76	1334.72	1354.74
3 years' experience	1245.35	1267.15	1286.15
2 years' experience	1180.16	1200.81	1218.83
1 year's experience	1118.30	1137.87	1154.94
To start	1021.05	1038.92	1054.50
Collector Salesman			
3 years' experience	974.12	991.17	1006.04
2 years' experience	929.15	945.41	959.60
1 year's experience	899.77	915.51	929.25
To start	864.55	879.68	892.87
Circulation Sales Agent			
3 years' experience	1056.76	1075.26	1091.39
2 years' experience	1002.67	1020.22	1035.52
1 year's experience	962.09	978.93	993.61
To start	932.71	949.03	963.26

Rural Commission Canvasser 80% of new accounts, without premium 60% on renewals, without premium 60% of new accounts, with premium 40% on renewals, with premium.

	Sept. 26, 2022 (2.25% inc.)	Sept. 26, 2023 (+1.75%)	Sept. 26, 2024 (+1.5%)
C-2 Data Analyst			
2 years' experience	1120.84	1140.46	1157.57
1 year's experience	1019.13	1036.97	1052.52
To start	950.66	967.30	981.81
Assistant District Supervis (Part-time, Per Hour)	sor		
2 years' experience	32.02	32.58	33.07
1 year's experience	29.11	29.62	30.07
To start	27.16	27.64	28.05
C-3 Customer Service Repres	entative		
2 years' experience	1018.26	1036.08	1051.62
1 year's experience	976.37	993.46	1008.36
6 months' experience	949.82	996.44	980.94
To start	929.61	945.88	960.07
C-4 Office Coordinator			
(Part-time, Per Hour)	29.11	29.62	30.07
[C3C rate 2 yrs]		_5.5_	
C-5 Office Person (35 hrs)	925.71	941.91	956.03
C-6 Dispatcher (diff C7C)			
2 years' experience	26.28	26.74	27.14
1 year's experience	22.43	22.83	23.17
6 months' experience	19.72	20.06	20.36
To Start	17.01	17.31	17.57
C-8 Ramp Attendant (Part-time, Per Hour)	25.45	25.89	26.28
C-9 Junior Clerk/Messenger	682.39	694.33	704.75
	Sept. 26, 2022 (2.25% inc.)	Sept. 26, 2023 (+1.75%)	Sept. 26, 2024 (+1.5%)
EDITORIAL DEPARTMENT			
Chief Parliamentary Writer Night City Editor Deputy City Editor	1665.46	1504.51	4730.03
National Bureau Chief	1665.46	1694.61	1720.03

	Sept. 26, 2022 (2.25% inc.)	Sept. 26, 2023 (+1.75%)	Sept. 26, 2024 (+1.5%)
Assistant Living Editor World Editor Canada Editor Night City Specialist			
Chief Librarian	1582.56	1610.25	1634.41
District Editor			
5 years' experience	1555.64	1582.87	1606.61
4 years' experience	1441.84	1467.07	1489.08
3 years' experience	1345.65	1369.19	1389.73
2 years' experience	1288.22	1310.77	1330.43
1 year's experience	1231.39	1252.94	1271.74
To start	1174.59	1195.15	1213.07
Art Editor			
Chief Photo Technician			
Librarian			
5 years' experience	1482.93	1508.88	1531.51
4 years' experience	1311.77	1334.72	1354.74
3 years' experience	1245.35	1267.14	1286.15
2 years' experience	1180.16	1200.81	1218.82
1 year's experience	1118.30	1137.87	1154.94
To start	1021.05	1038.92	1054.50
TV Times Coordinator			
Comics and Puzzles Coordinat	tor		
Scoreboard Editor			
Calendar Coordinator			
2 years' experience	1306.60	1329.46	1349.41
1 year's experience	1180.16	1200.81	1218.82
To start	1021.05	1038.92	1054.50
NOTE: Step-ups apply only to Score rating automatically.	board Editor. All other	E-6 classifications are to rec	ceive the top experience
Chief Office Person			
(Office Person + 10%)	1090.99	1110.08	1126.73
Proofreader			
5 years' experience	1419.89	1444.74	1466.41
4 years' experience	1160.63	1180.95	1198.66
3 years' experience	1030.23	1048.26	1063.98
2 years' experience	949.62	966.23	980.73
1 year's experience	916.68	932.72	946.71
To start	882.55	897.99	911.46

	Sept. 26, 2022 (2.25% inc.)	Sept. 26, 2023 (+1.75%)	Sept. 26, 2024 (+1.5%)
TTS Perforator Operator			
1 year's experience	1247.15	1268.97	1288.01
6 months' experience	1157.01	1177.26	1194.92
To start	1021.82	1039.70	1055.30
E-7 Editorial Researcher Assistant Librarian Editorial Assistant			
2 years' experience	1090.99	1110.08	1126.73
1 year's experience	1025.25	1043.19	1058.84
To start	980.51	997.66	1012.63
E-8 Office Person	991.79	1009.15	1024.28
E-9 Editorial Input			
2 years' experience	975.87	992.94	1007.84
1 year's experience	939.77	956.22	970.56
6 months' experience	921.08	937.20	951.25
To start	889.84	905.42	919.00
E-10 Messenger	682.39	694.33	704.75
	Sept. 26, 2022 (2.25% inc.)	Sept. 26, 2023 (+1.75%)	Sept. 26, 2024 (+1.5%)
BUILDING SERVICES DEPARTI	MENT		
Assistant Building Supervisor (M-1 Rate plus 10%)	1090.98	1110.07	1126.72
M-1 Maintenance Person			
2 year's experience	991.79	1009.15	1024.28
1 year's experience	868.48	883.68	896.93
To start	775.47	789.04	800.87
M-2 Part-time Cleaner (per hour)	20.51	20.87	21.18

8.4 Building Services Department

8.4.1 There shall be five (5) day, 37 ½ hour week for the day shift and a five (5) night, 35 hour week for the night shift. An employee whose shift begins or ends between 7 p.m. and 6 a.m. shall be paid the night differential provided in Article 7.4.1 in addition to the employee's regular salary. In no case, however, shall overtime on a day shift entitle an employee to night differential even though the overtime extends the day shift past 7 p.m.

- **8.4.2** The work day shall consist of 7 $\frac{1}{2}$ hours falling within 8 consecutive hours and the work night shall consist of 7 hours falling with 7 $\frac{1}{2}$ consecutive hours.
- **8.4.3** Employees shall be given the weekend off two weeks out of four weeks.

LETTER OF INTENT # 9 Re Part-Time Employees' Vacation Credit

This will confirm our agreement that part-time employees who receive vacation pay as a percentage of earnings rather than specified days or weeks of paid vacation as provided under Article 10 of the current collective agreement.

The percentage of earnings will be as follows: Employees having:
Less than 1 year of service – 4% on each pay 1 to 4 years' of service – 4% on each pay 5 to 14 years' of service – 6% on each pay 15 years and greater – 8% on each pay

Part-time employees will be granted, on request, vacation leave without pay to be taken outside of prime time and by mutual consent between the employee and his/her supervisor. The lengths of these unpaid leaves will be determined by using the same criteria which are applied to determine paid vacation entitlement above except that part-time employees' length of continuous employment with the Company shall be based on 1456 or 1560 hours representing one year's service depending on the departmental work week for hours worked prior to July 21, 1992 and shall be based on 1820 or 1950 hours representing one year's service depending on the department work week for hours worked on or after July 21, 1992.

Should a part-time employee who is receiving vacation pay as a percentage of earnings become eligible for paid vacation leave as specified in Article 10, the employee's years of continuous service which were used to determine his/her unpaid vacation leave entitlement shall be included when calculating his/her paid vacation leave entitlement retroactive to July 21, 1984.

Employees who are currently receiving a higher than 6% vacation percentage will be grandfathered at the higher rate.

LETTER OF INTENT # 10 Re Exclusions

This is to confirm our agreement that:

(a) Should the following positions be filled during the time of this contract, the positions shall be deemed to be excluded from Guild jurisdiction and will be incorporated into Article 1 of the Collective Agreement at the next most convenient round of bargaining:

Reader Sales and Service

Reader Sales and Service Promotion Manager
Assistant Reader Sales and Service Director and his/her confidential secretary
Country Manager
Distribution Manager
Vice-President, Reader Sales and Service
Metro Home Delivery Manager
2 Confidential Administrative Assistants
Sales Manager

Editorial

Executive Editor Editorial Cartoonist Associate Editor National Affairs Editor Director of Design **Editorial Page Writers** City Editorial Pages Editor Citizen's Weekly Editor **Sports Editor** Editor, Senior Writers Newsroom Technology Manager Director of Photography Editor-in-Chief's Administrative Assistant 2 Deputy Editors Digital Engagement Editor Managing Editor **Production Manager Executive Producer, News** Deputy Editor, Editorial Pages **Night News Editor**

Financial Services

Vice-President, Finance Credit Manager
Statistics Supervisor Financial Analyst

- (b) Should the Foreign Editor resume responsibility for supervision of staff during the term of this Agreement, the position of Foreign Editor shall be deemed to be a management position and, therefore, excluded from Guild jurisdiction. For the purposes of this Agreement supervision of staff shall include the responsibility to hire, fire and discipline. The exclusion of the Foreign Editor will coincide with the appointment of a staff person or persons as referred to above.
- (c) The position of Magazine Editor (also called "Friday Magazine Editor") shall continue to be a Guild position and its incumbent at the signing of this Agreement shall be an employee of the Company for purposes of this Agreement. Notwithstanding this section, however, it is

agreed between the parties that the present incumbent in that position shall have 30 days' time from date of signing of this Agreement to join the Guild. If he/she shall choose to join the Guild, his/her liability for dues to the Guild shall commence 30 days after his/her signing an application for membership in The Newspaper Guild-CWA and no monies will be owing in respect of him/her to the Guild for any prior period.

LETTER OF INTENT # 11 Re Transportation

The Company will continue its policy of providing transportation for those employees in the editorial department who are required to work outside of their regular span of hours and where alternate transportation is unavailable or deemed by the Company to be inadequate and/or unsafe.

LETTER OF INTENT # 12 Re Article 14.7

Article 14.7 of the Collective Agreement between the Ottawa Citizen/Ottawa Sun and the Ottawa Newspaper Guild shall apply to regular full-time employees hired prior to July 21, 1990 who choose to work reduced hours.

LETTER OF INTENT # 13 Re Musculoskeletal Injury

The Company agrees to continue its existing practice of taking steps to reduce cumulative trauma disorder or musculoskeletal injuries sometimes referred to as repetitive strain injury or RSI.

LETTER OF INTENT # 14 Re Scheduling and Weekends Off

It is agreed that when concerns with scheduling arise, Company representatives and Guild representatives will meet to discuss a mutually acceptable schedule.

LETTER OF AGREEMENT # 15 Re Practice (RS&S Country District Supervisors)

It is agreed that the Country District Supervisors will adopt the practice of other Guild departments with respect to the payment of pre-shift overtime. When pre-shift overtime is required and authorized, the employee will be paid at the applicable overtime rates for the period of time prior to the start of his/her shift provided that the employee works 7.5 straight time hours thereafter, failing which the employee will be paid straight time for all hours worked.

Country District Supervisors will not be required to work pre-shift overtime in excess of 2 hours/day more than twice in a week.

LETTER OF INTENT # 16 Re Editorial Page Writers

This letter is written to confirm our agreement on a without prejudice basis to the following:

- (a) If an Editorial Page Writer writes a column on a regular weekly basis, the Company will pay the equivalent of Guild dues on 1/5th of the weekly wages per column of a columnist to the Guild.
- (b) The Editorial Page Writer will continue to be an exempt member of the Editorial Page Department.
- (c) It is agreed that no Editorial Page Writer will write more than two columns a week on a regular basis.

LETTER OF AGREEMENT # 17 Re Cleaning

The Company and the Guild will meet within six months of date of ratification to consider ways to address problems with cleanliness in the building.

LETTER OF AGREEMENT # 18 Re Interns

The Company recognizes the value of newsroom experience for interns and will, when feasible, endeavour to hire interns for the summer period.

LETTER OF AGREEMENT # 19 Re Bonus Plan

It is recognized and agreed that an annual bonus payment may be awarded to employees on the following basis:

- (a) Written performance measures are in place;
- (b) The employee's performance considerably exceeds expectations for the position in the opinion of the Publisher;
- (c) The bonus does not form part of the employees annual salary;
- (d) Failure to pay a bonus is not subject to the grievance procedure;
- (e) No bonus is payable to an employee who works less than a full performance year.

LETTER OF INTENT #20

Re: Classification and Bumping Rights

This letter will confirm that the parties have agreed to the following interpretations with respect to the definition of classifications and the bumping procedure.

Classifications are defined as the Job Titles found under each Group Heading. For example, the classifications in the E2 Group Heading found in the collective agreement dated July 21, 2008 to July 20, 2013 are: Chief Photographer, Assistant Director of Photography, Assistant Editor, Columnist, Night City Specialist, Chief Librarian, Letters Editor and Rewrite Chief.

For the purpose of bumping, a lower classification is defined as a classification in which the maximum pay rate listed in Article 6 - Minimum Salaries is lower.

LETTER OF INTENT #21 Re: Training

This letter will confirm that both parties have agreed that in order to embrace new and evolving technologies and the ever-changing media environment, employees may require additional training to understand and utilize these new technologies.

The parties agree that, in order to prosper, the Company must diversify the publishing of its media content and that it is beneficial to all employees to contribute to the success of that diversification.

It is clear that training in the new hardware, software and equipment necessary to implement various changes and processes associated with multi-media content is essential to that contribution.

The Company is committed to continuing its efforts to provide the training required in regard to the implementation of new technologies and processes in as timely and equitable manner as practical, to the employees in the affected or relevant job classification(s).

Approved training courses will be offered to all interested staff and in situations where training is required in order to perform work proficiently, the training will be mandatory.

LETTER OF INTENT #22 Re: Part-time Employees

Notwithstanding anything contrary in the Agreement, this letter will confirm that the parties have agreed to the following with respect to part-time employees hired after July 21, 2013.

Currently part-time employees who are in a classification that contains an hourly rate in Article 6 - Minimum Salaries, may be scheduled for part shifts. In addition to current

practice, the parties agree that the Company can schedule part-time employees who have been hired after July 21, 2013 to work part shifts.

Where no hourly rate is provided in the Collective Agreement, the hourly rate will be determined by dividing the weekly rate by either 37.5 hours or 35 hours dependent upon the departmental work week and whether the employee is scheduled to work days or nights.

The minimum duration of a shift will be 3 hours in length. The parties further agree that part-time employees will be eligible for night differential at the rate of \$2.14 per hour when the shift begins or ends between 7 p.m. and 6 a.m.

LETTER OF INTENT # 23 Re: Defined Contribution Component of the PNI Pension Plan

Effective July 21, 2013 no new entrants will be permitted into the Defined Benefit Component of the PNI pension plan. All employees hired after that date will be eligible to join the Defined Contribution Component of the PNI pension plan only.

Contribution rates will not be changed during the life of the collective agreement.

Effective December 31, 2018, there will be no further contributions to the DB plan by the Company and employees. Current service will be frozen at the level accumulated by staff as at that date.

On January 1, 2019 all members currently enrolled in the Defined Benefit or Defined Contribution Component or any other Company Pension Plan will be enrolled in the CWA/ITU Pension Plan (Canada). Full-time members, under the age of 71, who are not currently enrolled in any Company Pension Plan will be required to join the CWA/ITU Plan (Canada). The Company will contribute 5 percent of employee's pensionable wages to the CWA/ITU Pension Plan and the employees will contribute 3.33% of said wages.

Part-time employees who work less than 21 hours per week and temporary employees will not be included in the pension plan.

LETTER OF INTENT #24 Re: Maternity/Adoption Leave Top Up

The Parties have agreed that under the current collective agreement, which runs from September 26, 2022 and continuing until September 26, 2025, the Company will continue to provide Maternity and Adoption Leave top up as described below.

Maternity Leave

The Company agrees to grant maternity leave of a duration as outlined in the Employment Standards Act which the Company may grant to any female employee if such employee requests it.

On each of the first two (2) weeks of maternity leave the employee shall be paid an amount equal to 95% of her Employment Insurance Commission insurable weekly earnings.

During the period of maternity leave the Company shall assume the full costs of the premiums for the company benefit programs in which the employee is enrolled.

The employee shall endeavour to provide the Company with at least two (2) weeks' notice before commencement of maternity leave.

The employee shall return to work in the timeframe stipulated in the Employment Standards Act following the commencement of maternity leave unless a further extension was agreed to by the Company prior to the commencement of said leave.

The employee shall provide the Company with two (2) weeks' notice, or such longer period of time which may be necessary in order to satisfy departmental scheduling requirements, prior to returning from maternity leave. Failure to return immediately following the expiration of maternity leave shall be deemed to be a voluntary resignation.

Upon return from maternity leave, the employee will be reinstated in her regular job or, if her regular job was abolished during her absence, to a comparable job at the same salary she would have received had her employment with the company been continuous and with full credit toward all of the applicable benefits which are affected by length of service.

Where an employee has been employed with The Ottawa Citizen/Ottawa Sun for a minimum of twelve (12) consecutive months prior to the commencement of maternity leave and where the employee has qualified for E.I. maternity benefits, said employee shall receive, upon request, a weekly supplementary maternity benefit to compensate for the difference between the E.I. weekly maternity benefit and 95% of the employee's Employment Insurance weekly insurable earnings for a total of fifteen (15) consecutive weeks with payment commencing with the third week of maternity leave.

In order to receive the weekly supplementary benefits described above, the employee must agree to remain as an employee of The Ottawa Citizen/Ottawa Sun for a period of not less than six (6) consecutive months following the expiration of maternity leave.

An employee who has received weekly supplementary maternity benefits and who fails to return to work at the expiration of maternity leave or who fails to complete the agreed upon six (6) month term of employment following her return to work, whether due to voluntary resignation or termination for cause, shall reimburse the Company for all such

monies received in the form of weekly supplementary maternity benefits within ten (10) days of the effective date of resignation or termination.

Adoption Leave

The Company agrees to grant adoption leave in accordance with the Employment Standards Act or such longer period which the Company may grant to any employee if such employee requests it. Such leave shall be granted for legal adoptions only and shall not apply if either adoptive parent is the natural parent of the adopted child. In the case where both adoptive parents are employees of the Company, then adoption leave shall be granted to only one of these employees. Adoption leave shall begin on the date that the employee assumes custody of his or her adopted child. During the period of adoption leave the Company will assume the full costs of the premiums for the benefit programs described in Article 11 in which the employee is enrolled. An employee's usual vacation entitlement shall not be reduced as a result of being on adoption leave. Failure to return immediately following the expiration of such period of adoption leave shall be deemed to be a voluntary resignation.

Upon written request, the Company agrees to grant payment for adoption leave in accordance with the following conditions:

- 1. Entitlement to this leave is conditional on the issuance of either a placement order or an adoption order to the employee, alone or jointly with another person. The employee must provide official documentation of the placement.
- 2. Where an employee has been employed with The Ottawa Citizen/Ottawa Sun for a minimum of twelve (12) consecutive months prior to the commencement of adoption leave and where the employee has qualified for E.I. parental benefits, said employee shall receive, during the first two (2) weeks of adoption leave, an amount equal to 95% of the employee's Employment Insurance Commission (E.I.) insurable earnings. This period begins the day the child arrives at home. A further ten (10) weeks of supplementary benefits will compensate for the difference between the E.I. weekly parental benefit and 95% of the employee's E.I. insurable earnings.
- 3. In order to receive the weekly supplementary benefits described above, the employee must provide proof of eligibility of benefits from E.I.
- 4. In order to receive the weekly supplementary benefits described above, the employee must agree to remain as an employee of The Ottawa Citizen/Ottawa Sun for a period of not less than six (6) consecutive months following the expiration of the leave.
- 5. This payment may be received in whole by one parent or, where applicable, split by both parents in accordance of the Employment Insurance Commission regulations.
- 6. An employee who has received weekly supplementary adoption benefits and who fails to return to work at the expiration of the adoption leave or fails to complete the agreed upon

six (6) consecutive months following the expiration of adoption leave, whether due to voluntary resignation or termination for cause, shall reimburse the Company for all such monies received in the form of weekly supplementary adoption benefits within ten (10) days of the effective date of resignation or termination.

7. Upon return from parental leave, the employee shall be reinstated in their regular job, or if their regular job was abolished during their absence, to a comparable job at the same salary they would have received had their employment with the company been continuous and with full credit toward all of the applicable benefits which are affected by length of service.

LETTER OF INTENT #25 Re: Digital Security

Postmedia is part of an industry committee looking into ways in which to support our employees who are subject to harassment, threats in the social media space.

Postmedia condemns the recent industry-wide increase in online bullying and harassment of journalists; recognizing the importance of safeguarding our employee's health and safety, Postmedia has partnered with other Canadian media on a number of initiatives, including a working committee tasked with providing information, tools and support and educating journalists so they are better able to protect themselves from online harassment and bullying.

This joint task force will provide journalists from their companies with virtual and in-class sessions to better protect themselves from online harassment and bullying, including training on how to protect their identity, doxing, setting up a VPN, etc. The first of these sessions will be held for a small test group in May and/or June of 2022. Sessions will be made available to all newsroom employees in an online format upon finalization of the course materials, expected by September 2022.

In addition to the above-mentioned resources, Postmedia is committed to supporting you through incidences of online harassment or bullying. If you are subject to online harassment or bullying:

- Report the incident to your manager immediately;
- Incidents of bullying and harassment will be tracked in a national directory including the name/address of sender and the nature of incident;
- Your manager will provide you with contact information for the Employee Assistance Program;
- Where an overt threat has been made, your manager will file, or assist you in filing, a police report;
- Your manager will follow up with you and provide additional support as needed.

Postmedia will continue to work with its unions and employees to increase awareness of this issue and protect its journalists.

LETTER OF INTENT #26

Re: Current Dollar Value for Benefits

This letter is written to detail the benefit dollar amounts for the Common Benefits Plan that were negotiated in the collective agreement dated September 12, 2018 to March 11, 2021. The amounts for eye examinations and vision care were increased with the collective agreement effective September 26, 2022 to September 26, 2025.

Note: the increased eye examinations and vision care amounts are effective 60 days after ratification.

Employee Basic Life Insurance:

Full-time employees: 1x annual earnings rounded to the next higher \$1,000;

Maximum \$1,000,000.

Part-time employees: \$10,000

Optional Employee Life Insurance:

Units of \$10,000. Maximum benefit \$500,000

Optional Spousal Life Insurance:

Units of \$10,000. Maximum benefit \$250,000

Optional Child Life Insurance:

Units of \$1,000. Maximum benefit \$10,000

Optional AD & D:

Employee: \$10,000 units; Maximum \$250,000

Business Travel AD & D:

Employee: \$100,000

Dental Coverage:

80% of preventive;

50% Major (bridges, crowns, dentures)

Orthodontia 50%, children only, with a lifetime maximum of \$2,000

Maximum preventive and major combined: \$1,000 per calendar year

Health Coverage:

80% for Drugs; 100% for all other eligible Health expenses.

Vision Care: \$350/24 months; Eye exams \$90/24 months

\$300 each calendar year for Paramedical Expense Maximums for the following services:

Chiropractors; Massage Therapists; Naturopaths; Podiatrists/Chiropodists;

Psychologists/Social Worker; Speech Therapist. \$500 each calendar year for Physiotherapists