

# **COLLECTIVE AGREEMENT**

between

**The Chronicle Journal**  
THE NEWSPAPER OF THE NORTHWEST

**A DIVISION OF CONTINENTAL NEWSPAPERS (CANADA) LTD.**

and



**UNIFOR**  
theUnion | Canada

**AND ITS LOCAL 191**

**For the period:**

**January 1, 2015 – December 31, 2018**

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## **Article 1 Recognition**

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

All employees of The Chronicle-Journal, A Division of Continental Newspapers (Canada) Ltd., in the City of Thunder Bay, the City of Dryden and the Town of Marathon, save and except the Publisher, Executive Assistant to the Publisher, Business Manager, Classified Supervisor, Advertising Director, Circulation Director, Distribution Manager, Managing Editor, Night Mailroom Supervisor, Day Mailroom Supervisor, Day Assignment Editor, Advertising Manager, Circulation Assistant Manager, Night News Editor, Sports Editor, Assistant Manager of Administration / Credit, students in a co-operative training program, employees in bargaining units for which any trade union held bargaining rights on December 12, 1997 and any other position in which a person exercises managerial or confidential functions within the meaning of the Ontario Labour Relations Act, 1995, section 1 (3) (b).

## **Article 2 Interpretation**

- (a) Where the singular and masculine are used in this Agreement, the same shall be construed as meaning the plural, or the feminine, where the context so admits or requires and the converse shall hold as applicable.
- (b) In administering this agreement, the parties shall act reasonably, fairly, in good faith and in a manner consistent with the agreement as a whole.

## **Article 3 Effective Date of Agreement**

This Agreement, made and entered into this 14 day of May, 2015, by and between The Chronicle-Journal / A Division of Continental Newspapers (Canada) Ltd. (hereinafter referred to as the "Employer") through its authorized representatives, and Unifor and Its Local 191 (hereinafter referred to as the "Union"), by its officers or a committee duly authorized to act in its behalf, shall be effective January 1, 2015 and ending December 31, 2018. Retro to January 1, 2015 for increased mileage rates, increased vehicle allowance and mailroom person-in-charge premium. All other monetary items will be effective date of ratification.

Written notice of desire to terminate or amend the Agreement shall be given by either party at least sixty (60) days prior to the expiration date of the contract. If an agreement has not been reached by the date upon which this contract expires, the terms and conditions of the expired Agreement shall be maintained until a new Agreement is reached or action is authorized by the Union or by the Employer signatory hereto.

## **Article 4 Union Security**

All present employees who are or become members of the Union shall remain members of the Union in good standing as a condition of continued employment. All employees hired after the date of this agreement shall become and remain members of the Union as a condition of employment. The company will inform new employees of the requirements of this section.

## **Article 5 Information**

- (a) The Employer shall supply the Union with the following information for each new

employee covered by this agreement who successfully completes the probationary period:

- (i) Name, address
  - (ii) Date of hiring
  - (iii) Job classification
  - (iv) Experience rating and anniversary date
- (b) The Employer shall notify the Union in writing monthly of resignations, retirements, deaths, promotions and other revisions in the data listed in (a) above, and the effective dates. The Employer shall notify the Union in writing of the total number of hours worked by each employee per dues reporting period.

#### **Article 6 Dues Checkoff**

- (a) The Employer shall deduct monthly from the wages of each employee in the bargaining unit covered by this agreement an amount equal to the monthly Union membership dues, initiation fees or assessments, levied in accordance with the Union's constitution and bylaws and shall forward the sums so deducted, together with a list of the names, addresses and classifications of employees from whose wages the deductions have been made, to the Union on the 15th day of each and every month.
- (b) The Union agrees to inform the Employer in writing of the amount of dues, levies or assessments to be deducted from time to time and undertakes to give the Employer at least one month's notice in advance of the day of any change in the amount of dues, levies or assessments to be deducted.

#### **Article 7 Rights of the Publisher**

- (a) The Union acknowledges that the Publisher's function is to manage the enterprise in which they are engaged as efficiently as possible. The right to hire, assign duties, retire, promote, classify, reclassify, layoff, recall, demote, plan, direct and control operations, transfer, discharge, suspend, or otherwise discipline employees, to determine competency, to maintain order, discipline and efficiency, to direct the workforce, to determine the number of employees required, to schedule working hours, to determine the product or products, the schedule of production, the methods, processes and means of production, to extend, curtail or cease operations, and to establish and enforce rules, regulations and policies governing the conduct of employees, is the exclusive function of the Publisher, subject to the terms and conditions of this agreement.
- (b) Any enumeration of the Publisher's rights shall not be deemed to exclude other normal functions of the Publisher and the Publisher therefore retains all rights concerning the operations of the Employer not otherwise specifically set forth in this agreement.

#### **Article 8 No Discrimination**

- (a) The employer and the union agree to abide by the Workplace Harassment Policy and Workplace Violence Policy issued by the employer in June, 2010, as amended from time to time and agree to work collaboratively to promote and ensure the effective implementation of the related programs.

- (b) In the event any employee or the Union initiates an action under the Ontario Human Rights Code, the Employer shall be relieved of any obligation to process a grievance on that matter under this Section.
- (c) Employees are free to participate or not participate in Union activities in accordance with the Ontario Labour Relations Act.

## **Article 9 Strikes and Lockouts**

The Union agrees that during the term of this Agreement, there shall be no strike, slow-down or other stoppage of work. The Employer agrees that there shall be no lockout of employees during the term of this Agreement.

## **Article 10 Job Posting**

Where the Employer determines there is an opening for employment within the bargaining unit, notice shall be posted on the bulletin boards for a period of five (5) working days. Such notice shall contain the wage rate and such other information which may be of assistance to employees considering applying for the position. Current employees may apply in writing and shall receive first consideration for all openings, and their qualifications will be reviewed. The Employer shall hire the person it deems best qualified for the job, regardless as to whether said person is an internal or external candidate. Employees with the necessary qualifications who are not selected for the position may request an explanation of the Employer's decisions and suggestions, if any, about how to improve his or her chances for future consideration.

## **Article 11 Promotions**

- (a) Present employees will receive first consideration for vacancies in higher classifications.
- (b) An employee promoted to a higher classification shall be considered probationary for the first sixty (60) days worked. The Employer may at any time during this period return him/her to his/her former classification and rate without loss of seniority. The employee may also during this period elect to return to his/her former classification and rate without loss of seniority.
- (c) An employee so promoted shall receive the minimum wage in the classification, next higher to his/her wage in the classification from which he was advanced.
- (d) Wage rates for newly created classifications shall be consistent with negotiated rates in comparable classifications.
- (e) Employees shall have the right to refuse promotions.
- (f) An employee may voluntarily accept an appointment by the Employer on an acting basis to a management position for up to a maximum of six (6) months at any one time. Rate of pay shall be established at 110% of the employee's current rate of pay. All benefits shall continue and seniority shall accrue as if such employee were still in the bargaining unit. After the assignment is over, or in the event the employer or employee wishes the assignment to discontinue, the employee shall return to his/her position in the unit at his/her former rate of pay, level of benefits, etc.

## **Article 12 Probationary Period**

- (a) New employees shall be considered probationary for the first 90 days worked. This period may be extended by mutual agreement of the Company and the Union. Termination of employment during or at the end of their probationary period shall be considered just cause and shall not be subject to the grievance and arbitration provisions of this Agreement.
- (b) Upon the successful completion of the probationary period an employee's seniority shall be calculated from the date of original hiring.

## **Article 13 Layoff and Recall**

- (a) When it becomes necessary to reduce the force it shall be determined by the Employer in what classification within the unit the reduction is required. The employee with the lowest seniority standing within that classification shall be laid off first.
- (b) Should there be a permanent increase in the force in a classification from which employees have been laid off, the persons laid off shall, if available, be reinstated to the same classification in reverse order in which they were laid off, provided such recall occurs within twelve (12) months of the layoff. Such recall notice shall be by same day courier to the last known address of the person filed with the Employer. A copy of all recall notices will be sent to the Union. The person recalled must return to work within five (5) working days of the issuance of the recall notice or make alternative arrangements satisfactory to the Employer. An employee who refuses recall to an equal or higher position than the position he was laid off from will lose all seniority and recall rights.

A permanent increase in the force shall be deemed to be for a period of more than one (1) month. The term "permanent increase" is utilized solely to outline the Company's obligation to recall and shall not be deemed to provide any greater employment rights than as outlined in this agreement.

- (c) Seniority will cease when recall rights have expired.

## **Article 14 Severance Pay**

- (a) Notice of layoff shall be given and/or paid in accordance with the provisions of the Employment Standards Act of Ontario.
- (b) Severance pay for all employees shall be given and/or paid in the amount of one week per completed year of service (prorated for part years), to a maximum of thirty-five (35) weeks pay.

## **Article 15 Health and Safety Committee**

- (a) The Employer and the Union shall maintain a joint health and safety committee of at least four members with equal membership from both parties. A copy of the minutes of any meeting will be provided to the Union office. Meetings shall be held quarterly, as law requires and over and above when deemed appropriate.
- (b) The parties shall endeavour to maintain a clean, healthful, sufficiently ventilated, properly lit and heated work environment for all in-plant work.
- (c) A pregnant employee who normally works on VDTs will, on request, be reassigned to work that does not involve VDTs, where such work is available and the employee is competent to perform the work, at the rate of pay for that classification. When such work is not available or if the employee is not competent to perform the work, the employee may apply for and shall be granted an early leave of absence without pay and without benefits. The employee shall have the option of retaining benefits during their maternity leave by reimbursing the employer 100% of the cost of such benefit premiums.

## **Article 16 Grievance Procedure**

- (a) Any employee, the Union or the Company may present a grievance, in writing. Any grievance which is not presented within fifteen (15) working days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.
- (b) A grievance must first be brought to the attention of the Union chapel chairperson who will attempt to resolve the dispute with the department head within forty-eight (48) hours.
- (c) If the grievance cannot be resolved within the specified time it shall be submitted to the Joint Standing Committee.
- (d) A standing committee of two representatives of the Employer, and a like committee of two representing the Union, shall be appointed; the committee representing the Union shall be selected by the Union, and in the case of vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his/her place.
- (e) This committee shall meet within five (5) days to deal with all disputes which may arise as to the wages herein provided, the construction to be placed upon any clause of the Agreement, or alleged violations thereof, which cannot be settled otherwise. The joint committee shall meet, at a time mutually satisfactory to the parties, when any questions of difference shall have been referred to it for decision by the executive officers of either party to this Agreement and, if a majority decision is reached by the joint standing committee, it shall be binding upon both parties.
- (f) Should the joint committee be unable to agree, then either party may refer the matter to

arbitration within fifteen (15) days. The parties agree to the use of a sole arbitrator.

The following persons will be called upon, on a rotating basis commencing with the first person on the list to serve as sole arbitrator. In the event the person requested to serve as arbitrator is unavailable, the next person on the list will be requested to serve. The date filed will be used for order of arbitration.

The list of arbitrators to be used on a rotating basis shall be: George Surdykowski, Louisa Davie, Robert Howe and Jane Devlin, or any other arbitrator as agreed upon by the parties.

Upon the occurrence of a vacancy on the list, the original nominating party shall submit two names - one of which will be selected by the other party.

- (g) Time limits set out above are mandatory but may be extended with the mutual consent of the Employer and the Union.
- (h) If no written request for arbitration is received within fifteen (15) days after the joint committee has met, the grievance shall be deemed to have been settled.
- (i) The arbitrator's decision shall be final and binding on both parties. However, in no event shall the arbitrator have the power to alter or amend this agreement in any respect.
- (j) Wherever a stipulated time is mentioned in this section, the said time may be extended by mutual consent of the parties or their representatives.
- (k) The cost of the arbitrator shall be borne equally by the parties.

## **Article 17 Union Representatives**

- (a) Recognized Union representatives shall be permitted in the non-public areas of the building only after receiving authorization of the Employer. These authorizations shall not be unreasonably withheld by the Employer.
- (b) The Employer recognizes the chapel chairperson to be the Union's representative in each department covered by this Agreement and the Union agrees to inform the Employer, in writing, of the identity of the Chapel Chairperson at any time. Chapel Chairs do not have the power or authority to make any contract or incur any liability binding on the Local without the expressed written consent of the Local president, Local Representative(s) or the Local Executive Board.
- (c) When it does not interfere with business operations or customer service, a chapel chairperson shall, following approval of the department head, be permitted to leave his/her regular duties for a defined period of time as determined by management for the purpose of investigating and adjusting grievances.
- (d) An employee shall be accompanied by a chapel chairperson in any disciplinary meeting with management which involves a letter of warning, suspension or dismissal. The absence of a chapel chairperson if reasonable attempts have been made to ensure attendance of a chapel chairperson does not nullify discipline or any action at the meeting.

## **Article 18 Discipline / Suspension / Dismissal**

The Employer may terminate or suspend only for just cause. A written reprimand, suspension or termination shall be in writing and shall contain the reasons for the written reprimand, suspension or termination and shall be given to the employee concerned and the Union. The employee's written reply to any disciplinary action shall become part of his/her personnel file.

Copies of formal discipline shall not be used after twenty-four (24) months from date of issue, provided that there has been no discipline issued during the twenty-four (24) month period.

## **Article 19 Bulletin Board**

The Employer shall provide a bulletin board, in a mutually agreeable location, in each department covered by this collective agreement for use by the Union for the posting of official Union notices only.

## **Article 20 Lunch Period**

A lunch period of at least thirty (30) minutes and not more than one hour shall be assigned for each shift, such time not to be included in the number of hours specified for a day's or night's work. The lunch period shall be as near the middle of the employee's shift as the workload allows.

## **Article 21 Temporary Appointments**

- (a) Except to cover illness of one (1) day, an employee required to perform substantially all of the duties in a higher classification shall receive the next higher rate of pay in the higher classification for the hours worked in the higher classification. The rate of pay increase shall be a minimum of one dollar (\$1.00) per hour.
- (b) No employee shall receive a reduction in salary when temporarily assigned to a lower classification.

## **Article 22 Merit Increases**

Nothing contained herein shall prohibit the Employer from granting, or an employee from receiving, merit wages in excess of the amounts set forth in the wage section of this agreement provided that the Employer shall not be required to continue such merit wages when, in the Employer's opinion, they are no longer justified.

## **Article 23 Transfers**

- (a) No employee transferred by the Employer to a lower classification shall have his/her current salary reduced as a result of the transfer, unless the transfer is at the request of the employee.
- (b) Transfers of thirty (30) days or more to a work location more than fifty (50) kilometres outside the City of Thunder Bay shall not be made without the consent of the employee.

## Article 24 General Holidays

(a) The following days shall be recognized as general holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
August Civic Holiday	

(b) When a holiday falls on a regular working day and the employee is not required to work, he/she shall be paid the equivalent of the wages he/she would have earned on that day had that day not been a general holiday.

(c) If required to report, employees will receive one day's pay for the holiday in addition to the overtime rate for all hours worked.

(d) Should one of the above-named holidays fall on an employee's scheduled day off, he/she will receive another day off with pay, at a time mutually satisfactory to the employee and his/her department head.

(e) For night shifts, one day either the eve of the holiday or the night of the holiday shall be designated as the holiday, and if worked, employees will receive one day's pay for the holiday, in addition to the overtime rate, for all hours worked.

(f) The Employer will continue its practice of reduced scheduling for employees for Christmas Eve and New Year's Eve, subject to production necessities.

(g) Statutory holiday pay for part-time and temporary employees shall be one-fifth (1/5) of the average of straight time hours worked per week in the four (4) weeks immediately preceding the holiday, paid at the applicable straight time rate. All other terms, conditions and benefits as it relates to statutory holidays for part-time and temporary employees shall be in accordance with the Employment Standards Act of Ontario.

(h) In order to qualify for holiday pay, employees must work their regular working day immediately preceding and immediately following the holiday unless they have satisfied Management as to the reason for their absence.

## Article 25 Vacations

- (a) Every full-time employee will be entitled to vacation with pay calculated as follows:
- (i) A full-time employee with less than one (1) year of continuous service shall receive one (1) day vacation for every twenty-six (26) days worked.
  - (ii) A full-time employee with one (1) or more year's continuous service shall receive two (2) weeks vacation with pay.
  - (iii) A full-time employee with four (4) or more year's continuous service shall receive three (3) weeks vacation with pay.
  - (iv) A full-time employee with nine (9) or more year's continuous service shall receive four (4) weeks vacation with pay.
  - (v) A full-time employee with fifteen (15) or more year's continuous service shall receive five (5) weeks vacation with pay.

Five weeks vacation with pay is the maximum vacation period in any given year.

- (b) Vacation credits are not cumulative from year to year. Credits earned in the preceding calendar year must be used within the calendar year.

However, vacations deferred because of illness will not be forfeited.

- (c) In order that there shall be no interruption or interference with business operations, the dates of vacations shall be determined and arranged by the department head.
- (d) A calendar for each classification shall be posted by January 1st on which employees can indicate their vacation preferences, by the full week, by classification, with a deadline of February 1st. By February 28th, the Department Manager shall post the final vacation schedules for each classification in the department. All modifications or requests prior to or after February 1st must be submitted to the Department Manager, in writing, at least two (2) weeks in advance. Employees who have not made a selection shall be scheduled their vacation.
- (e) Subject to the requirements of the business, the Employer has the right to place limits on the number of persons on vacation at any one time in any classification. Vacation schedules shall list only unionized employees.

A maximum of no more than six (6) weeks in Graphics and four (4) weeks in all other departments will be blocked during the vacation year.

- (f) Part-time and temporary employees shall be paid vacation pay in accordance with the Employment Standards Act of Ontario.
- After four (4) years of service a part-time employee shall be paid six (6) percent vacation pay.
  - After nine (9) years of service a part-time employee shall be paid eight (8) percent vacation pay.

- After fifteen (15) years of service a part-time employee shall receive ten (10) percent vacation pay.
- (g) Part-time employees will have their vacation pay accrued so that they will have the benefit of receiving pay at the point they take their vacation. Employees may make multiple claims for vacation pay in any calendar year in one week increments. In the event that an employee did not make a claim in the calendar year the company will pay out the employee's accrual by December 31 of that calendar year.

## **Article 26 Leaves of Absence**

- (a) Upon request in writing and for reasons mutually deemed to be good and sufficient between the leave-taker and the Employer, leaves of absence without pay may be granted. Seniority will cease when an employee fails to return to work from an approved leave of absence on a predetermined date unless such failure results from sickness or accident.
- (b) Upon request in writing, specifically outlining the reasons for the leave, the Employer will grant employees leaves of absence without pay, subject to production necessities, to attend Union meetings, conventions or Union business, provided that not more than one (1) employee from each department, to a maximum of two (2) employees from the bargaining unit, may be absent at any time. Requests for leaves of absence will not be unreasonably denied. The company shall provide written reasons for any denial of union leaves of absence.
- (c) One employee from each department in the bargaining unit will be granted a leave of absence, without pay, for the purpose of contract negotiations if necessary.

## **Article 27 Maternity and Parental Leave**

Maternity and parental leave shall be granted in accordance with the Employment Standards Act of Ontario.

Time spent on maternity and parental leave shall count as service for the employees for the purpose of all contract benefits during the period of the leave. For part-time employees, the number of hours to be credited shall be based on the average number of hours worked by the employee during the six (6) month period preceding the leave.

## **Article 28 Short Term Disability / Sick Leave**

For the purpose of this Article "regular weekly wage" shall be defined as follows:

For commission sales people it shall be the weekly earnings averaged over the fifty-two (52) week period immediately preceding the absence for non-occupational illness.

For all other full time staff it shall be the applicable weekly wage rate as set out in APPENDIX "G" WAGES.

Following the completion of the probationary period, full-time employees covered by the terms of the collective agreement, when absent from work due to non-occupational illness or injury, will be compensated by the Employer as follows:

- (a) Commencing from the first day accident, first day hospitalization, and fourth day illness a benefit of seventy percent (70 %) of the eligible employee's regular weekly wage

continuing for a period of up to twenty-six (26) weeks for each claim.

- (b) The Employer shall not be responsible for payment of more than twenty-six (26) weeks in any fifty-two (52) week period for the same non-occupational injury or illness.
- (c) Full-time employees shall be paid sick leave for legitimate health-related absences, up to a maximum of nine (9) days in any calendar year. The Employer reserves the right to have such absences verified as required.
- (d) Sick leave shall not be carried over to the next calendar year.
- (e) Employees shall be entitled to use up to three (3) days of sick leave per calendar year for family emergencies.
- (f) In the event that a part-time employee is injured on the job, time spent on injury leave shall count as service for the employee for the purpose of all contract benefits during the period of the leave. The number of hours to be credited shall be based on the average number of hours worked by the employee during the six (6) month period preceding the leave.

### **Article 29 Bereavement Leave**

Bereavement leave for his/her spouse, common-law or same-sex partners, and their children shall be four (4) days with pay. An employee shall be granted up to three (3) days bereavement leave with pay to make arrangements for and/or attend the funeral of his/her mother or father, step-mother or step-father, sister or brother, grandparents, father-in-law or mother-in-law. One day with pay will be granted to attend the funeral of brothers-in-law or sisters-in-law. One additional day shall be granted for travel to attend a funeral that occurs outside the City of Thunder Bay with a minimum distance of two hundred (200) kilometres. Active pallbearers shall be given time off with pay to fulfil their duties, up to a maximum of one-half day.

### **Article 30 Jury Duty**

The Employer shall pay to each employee serving on a jury or as a Crown witness the difference between a day's pay for each day up to five (5) days a week that the employee is absent from work and the total sum paid to the employee for such jury duty. An employee excused from jury duty or as a Crown witness on any given day shall report for work. In the case of employees working on the evening or night shift, they may, with prior notification to the Employer, book off with pay from work on the evening or night preceding or following the day they have to appear at the courthouse.

### **Article 31 Full Shift**

No full-time employee shall be paid for less than a full shift when beginning work at his/her scheduled reporting time except when disciplined for cause or excused at the employee's own request.

### **Article 32 Hours of Work**

- (a) The regular work week shall comprise thirty-seven and one-half (37.5) hours worked, consisting of five (5) days of seven and one-half (7.5) consecutive hours each, exclusive of the lunch period. This shall not be construed as a guarantee of hours of work per day,

or per week.

- (b) However, it is understood that employees will perform the work required to cover emergency situations or unforeseen circumstances or events as they may arise. The current practices regarding flexibility in the scheduling of work by the parties shall continue during the life of this agreement.
- (c) Effective date of ratification, all employees required to work between the hours of 9:00 p.m. and 6:00 a.m. shall receive \$1.55 per hour shift differential for all hours worked between those hours.  
  
Effective January 1, 2016, the shift differential will be \$1.60 per hour  
Effective January 1, 2017, the shift differential will be \$1.65 per hour  
Effective January 1, 2018, the shift differential will be \$1.70 per hour
- (d) Employees who regularly work 80% of shifts other than the day shift shall receive the differential for vacations, general holidays, and sick pay.
- (e) Where less than eight (8) hours have elapsed between the end of one scheduled shift and the beginning of another scheduled shift, overtime will be paid for all hours worked within that eight hour period. This clause does not have any application to mailroom employees, and only applies to scheduled shifts within any single department.

### **Article 33 Overtime**

- (a) The Employer shall compensate for all authorized overtime in excess of thirty-seven and one-half (37.5) hours worked in a week, at the rate of time and one-half (1 1/2), in cash or the equivalent time off at the employee's option, to be given at a mutually agreeable time.
- (b) Sales Representatives shall be excluded from this Article of the collective agreement.

### **Article 34 Technological Change**

If an employee is laid off as a direct result of the introduction of major innovative change in equipment or technology used in the operations, and such lay off will occur within six (6) months of the change, the Employer shall give the employee notice of the layoff. The employee shall receive one week's notice for each completed year of service to a maximum of nine (9) weeks.

During this period, the Employer and the Union shall meet to discuss ways and means of reducing the impact of such change.

### **Article 35 Seniority**

- (a) Seniority for full-time employees shall be defined as the length of continuous service as a full-time employee with the Employer.
- (b) Part-time employees shall accrue seniority based on the number of hours worked as a part-time employee since the most recent date of hire.
- (c) An employee shall lose seniority and have his/her employment terminated in the event that he/she:
  - (i) voluntarily quits or resigns;

- (ii) is discharged for just cause;
  - (iii) fails to return to work, without having made alternate arrangements satisfactory to the Employer, within five (5) working days of the receipt of the recall notice;
  - (iv) refuses recall to an equal or higher position than the position he/she was laid off from;
  - (v) has been laid off for more than twelve (12) months;
  - (vi) retires;
  - (vii) fails to return to work upon the completion of an approved leave of absence on a pre-determined date unless such failure results from sickness or accident.
  - (viii) is absent from work for three (3) consecutive working days without providing an explanation satisfactory to the Employer.
- (d) A seniority list for each classification shall be forwarded to the Union office by January 31st of each year.

### **Article 36 Part-time and Temporary Employees**

- (a) A part-time employee is one who is hired to regularly work less than eighty (80) percent (ie: thirty (30) hours) of the work week provided in this agreement.
- (b) A part-time employee in the Mailroom is one who is hired to regularly work less than seventy-five (75) hours in any given pay period.
- (c) A temporary employee is one employed for a special project or for a specified time, in either case not to exceed eight (8) months, except by mutual agreement. Mutual agreement from the Union shall not be required for a temporary employee who is replacing a full-time employee on approved leave of absence that exceeds eight (8) months.
- (d) Excluding employees who are paid an hourly rate as outlined in the wage schedule, part-time and temporary employees shall be paid on an hourly basis equivalent to the weekly salary provided for their classification and experience, and shall advance on the schedule of minimum salaries according to the actual hours worked. Nineteen hundred and fifty (1,950) hours will equal one year. The year-to-date number of part-time hours worked will be reflected on the pay information sheets of part-time employees.
- (e) In the event of part-time or temporary employees becoming full-time employees, they shall be credited with actual time served in the same classification for seniority purposes.
- (f) A part-time employee shall be paid a minimum of three (3) hours when called in to work.
- (g) Part-time employees who have worked a minimum of 1000 hours in the preceding calendar year shall be paid for the hours that would have been scheduled for them on defined general holidays. In addition, these employees will be entitled to the following welfare benefit coverage: life insurance, dental extended health benefits, and Vision care and LTD coverage as provided to the full-time employees. Employer agrees to extend STD benefits to qualified part-time employees (as per Article 36)

- (h) Effective date of ratification, the contribution levels for these benefits will be \$64 per month family and \$32 per month single.

Effective Jan. 1, 2012, the contribution levels for those benefits will be \$68 per month family and \$34 per month single.

Effective Jan. 1, 2013, the contribution levels for these benefits will be \$72 per month family and \$36 per month single.

### **Article 37 Benefits**

For the purpose of this Article “regular weekly wage” shall be defined as follows:

For commission sales people it shall be the weekly earnings averaged over the fifty-two (52) week period immediately preceding the absence for non-occupational illness.

For all other full time staff it shall be the applicable weekly wage rate as set out in APPENDIX “G” WAGES.

The parties agree that the benefits for full-time employees covered by this agreement include Dental, Extended Health Benefits, Short Term Disability, Long Term Disability, Vision Care and Life Insurance. It is further agreed that these benefits shall continue as they were prior to the purchase by Horizon Operations (Canada) Ltd. in regard to benefit levels and eligibility.

- (a) Effective date of ratification, the contribution levels for these benefits will be \$80 per month family and \$40 per month single.

Effective January 1, 2016, the contribution levels for these benefits will be \$80 per month family and \$40 per month single.

Effective January 1, 2017, the contribution levels for these benefits will be \$85 per month family and \$42.50 per month single.

Effective January 1, 2018, the contribution levels for these benefits will be \$90 per month family and \$45 per month single.

Employer can agree to allow employees to pay 100% of LTD premiums, subject to verification of process and advice of benefits carrier

- (b) Coverage for Vision Care will increase to \$275 every two years for an employee or immediate family members up to a maximum of \$550 per family every two years. Employees and family members may submit the cost of biennial eye examinations for payment under this benefit maximum.
- (c) Dental: 50% major and 50% orthodontic coverage for child dependents up to eighteen (18) years of age, to a maximum \$1,500 per claim year at an optional employee contribution level of \$20 per month.
- (d) The Employer shall furnish the plan texts within three (3) months after signing this agreement. As soon as practicable, the Employer shall provide the employees with benefit booklets containing descriptions of the various plan coverages.
- (e) Employer can agree to allow employees to pay 100% of LTD premiums, subject to verification of process and advice of benefits carrier.

## Article 38 Pension

The parties agree that the newly established Chronicle-Journal Pension Plan with the effective date of Feb. 2, 2001, will in all aspects mirror the previous Thomson plan (as revised January 1, 1998) and will not be changed or amended (except as required by law) during the term of this agreement unless agreed to by the parties.

- (a) The retirement benefits provided for in the Pension Plan for employees covered by this agreement shall not be changed without the agreement of the Union during the operation of this collective agreement, except where necessary to comply with legislation.
- (b) A new plan text will be established for these employees to separate the plan from the salaried non -bargaining unit pension plan. The parties agree to cooperate in obtaining any necessary regulatory approvals.

Current employees on the DC Plan will have ninety (90) days from the date of ratification to declare their preference to participate in the existing DB or DC Pension Plan. (The employer will notify all current DC Plan members of such option immediately upon ratification of this agreement.

Current employees on the DB Plan may remain on that Plan or may, on January 1<sup>st</sup> of each year, opt to transfer to the DC Plan and thereafter may not return to the DB Plan.

Current employees not currently enrolled in either Plan may enrol in the DC Plan only, on such terms as permitted under the DC Pension Plan.

Employees hired after the ratification of this collective agreement will have the option of participating in the DC Plan only, on such terms as permitted under the DC Pension Plan.

- (c) For the DB Pension Plan Only:

Effective January 1, 2016 employee contribution rate will increase to 2.75%

Effective January 1, 2017 employee contribution rate will increase to 3.00%

Effective January 1, 2018 employee contribution rate will increase to 3.00%

The above additional contributions will be in place for the Life of the collective agreement or until the pension plan is fully funded whichever comes first and in which case the rate will revert back to 1.75%.

## **Article 39 Vehicle Compensation**

Where an employee receives the Employer's permission to use his/her own vehicle in the service of the Employer, he shall be compensated at the rate of:

Effective Jan. 1, 2015:	The rate shall be \$0.55 per kilometre
Effective Jan. 1, 2016:	The rate shall be \$0.55 per kilometre
Effective Jan. 1, 2017:	The rate shall be \$0.55 per kilometer
Effective Jan. 1, 2018:	The rate shall be \$0.56 per kilometre

## **Article 40 Safety Shoes**

The Employer shall provide a safety shoe allowance of \$75.00 per year, or \$150.00 every two years (but not both) towards the cost of CSA approved safety footwear for employees where the wearing of safety footwear is mandatory as determined by the Employer.

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## **Letters of Understanding**

### **1. Subcontracting**

The parties agree that, for the duration of this agreement, subcontractors or sub-contracting shall not be used when such use would directly result in the dismissal or layoff of a regular employee currently employed as of the date of ratification of this agreement.

### **2. Vacation Scheduling**

Vacations for all employees may be selected, by classification, in two (2) week blocks in June, July, August and December based on seniority. A third week can be selected if the maximum number of spots in the classification has not been filled.

### **3. Rest Periods**

The current practice regarding the assignment of rest periods to employees shall be maintained.

### **4. Weekend Work**

For employees in the Circulation, Administration and Advertising departments that are required to work any scheduled shift on Saturday or Sunday, the work shall be shared on a rotational basis by the affected employees in that classification, provided the employees involved are able to perform the work in the opinion of the Employer.

### **5. Layoff and Recall**

It is understood that regarding the terms of Article 13, Layoff and Recall, that there shall be two seniority lists: Administration Department seniority list shall include the classifications of Payroll, A/R Clerk, Switchboard, Clerk; Circulation Department shall include the classifications of Circulation Support Staff and Customer Service Clerk.

## **6. Unifor Social Justice Fund**

The Unifor Social Justice Fund is an independent, non-profit corporation and is an officially registered charitable foundation under the Income Tax Act. The Unifor Social Justice Fund is designed to aid in international development, through the relief of hunger, rebuilding, improved education, social infrastructures as well as to encourage self sufficiency.

The Employer agrees to submit to the Unifor Social Justice Fund an amount equal to \$0.01 for each hour worked by all employees in the bargaining unit. However, for the purpose of deduction from the company's payroll the Union will set a nominal monthly amount to be deducted from employees and remitted to the Union.

The amount shall be submitted no later than the 15th day of the month following the month in which the hours were worked.

## **7. Vehicle Allowance**

Effective January 1, 2015, all employees required to have a personal motor vehicle for regular daily use at work shall be paid a vehicle allowance of \$75 a month.

The rate shall increase to \$80 a month effective January 1, 2016

The rate shall increase to \$85 a month effective January 1, 2017

The rate shall increase to \$90 a month effective January 1, 2018

## **8. Vacations With Pay**

It is the intent of the parties that all workers receive vacation entitlement and pay for their entire period of employment at The Chronicle-Journal. On departure (retirement, resignation, discharge, etc.), employees shall be entitled to vacation payout as follows:

1. Employees hired prior to Jan. 1, 2000 are entitled to one year full vacation entitlement plus a prorated amount of vacation time calculated from their anniversary date to their date of departure, less any vacation time taken since their anniversary date.
2. Employees hired after Jan. 1, 2000 are entitled to a prorated amount of vacation time calculated from their anniversary date to their date of departure, less any vacation time taken since their anniversary date.
3. Employees may challenge their entitlement within ninety (90) days of ratification of this collective agreement.

When moving from one increment to the next increment of increased vacation entitlement, calculations are done on the employee's anniversary date.

## **9. District Reporters (L.O.U. signed Jan 30, 2015, on file)**

As the employer has created a full-time reporter position in the Thunder Bay newsroom and has reduced the Dryden/Marathon bureau to half part-time, the Union/Company agree to the following:

Employees covered under this Letter are: Carl Clutchee, Bryan Meadows

1. The parties agree the above listed employee benefits will be continued at a full-time contribution level.
2. The parties agree the above listed pension contributions will be continued to be based on a percentage of earnings which is consistent with other pension provisions in the contract.
3. In the event of a layoff, recall or severance, the above listed employees will retain their full-time seniority status.
4. In the event that half part-time coverage does not succeed and one or both of the bureaus close, the above listed employees will retain the right to return to the newsroom in Thunder Bay or accept severance based on full-time salary for the years of full-time employment, and the remainder would be at the half part-time or reduced level.

## **APPENDIX “A” MAILROOM**

### **Article 1 Seniority**

Senior employees shall have first choice of vacation by classification, subject to production necessities as determined by the Employer.

### **Article 2 Person-in-Charge**

Effective January 1, 2015, the person-in-charge rate, when assigned by the employer, who is a member of the crew, shall be \$1.50 per hour in addition to his/her regular hourly rate for all hours assigned person-in-charge responsibilities.

The rate shall increase to \$1.55 per hour effective January 1, 2016

The rate shall increase to \$1.60 per hour effective January 1, 2017

The rate shall increase to \$1.65 per hour effective January 1, 2018

### **Article 3 Schedules**

1. Mailroom Department schedule of hours shall be posted by the supervisor by Thursday noon for the following week. The schedule shall include all shifts to be worked for the week, and indicate the starting time and expected length of the shift in hours. The schedule shall also indicate the number of employees required to fill each shift.
2. Members will indicate their availability to work shifts by placing their initials in the appropriate columns. The Employer shall assign shifts as requested by the employees, by seniority, in accordance with the limits outlined in this collective agreement.
3. Mailroom staff may be assigned to work up to and including six shifts per week, according to the member's availability, to a maximum of 37.5 hours per week. In no event shall the sixth shift result in overtime.
4. If any shifts are added to the schedule (ie. due to illness or additional inserts), the Employer agrees that all efforts will be made to contact members who have indicated

their availability to work, and these shifts will be awarded by seniority, whenever possible.

5. Mailers and mailer assistants will be on separate seniority lists.
6. Mailer assistants scheduled to work as mailers will be paid the mailer rate of pay for all hours worked on that shift. The parties agree that a mailer assistant may do work which is defined to be a mailer function in accordance with Letter of Understanding No. 1 re: Mailers for brief periods of time at the mailer assistant rate of pay. However, should this extend beyond one (1) hour, the mailer assistant shall be paid at the mailer rate of pay for all assigned hours worked in that classification.
7. No employee shall receive a reduction in salary when temporarily assigned to a lower classification.

#### **Article 4 Overtime Premium**

The employer will compensate mailroom staff at a premium rate equal to one and one half times their regular hourly rate for hours worked in excess of eight-and-one-half (8.5) consecutive hours, only where such hours are worked at the express request of the employer to deal with an emergency beyond the employee's control.

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### **Letters of Understanding**

#### **1. Mailers**

Mailer functions will include primary operation of the following machinery and equipment:

- The alpha-liner
- The alpha-liner computer console
- The Mueller/stitcher
- Strapping machines
- Mailroom computers
- Stacker and equipment related to "flying the press" (e.g. conveyors, fly table, touch panel, etc.)

Mailer Assistants will only be paid the Mailer rate while operating any of the above machinery and equipment if they are scheduled to operate the machinery and equipment as a Mailer i.e. there is no other Mailer assigned primary operation of the machinery or equipment during that shift.

Mailer functions will also include the following:

- Skidding \*
- Equipment maintenance
- Preparation of carrier documentation
- Other duties assigned to Mailers by the Employer

*\* “Skidding” for the purpose of this Agreement is defined to be the preparation of a commercial printing job for shipping to another facility or location, where the person performing the function is responsible to ensure that all steps are taken to secure the job for final shipping.*

All other types of “skidding” are deemed not to be Mailer functions within the meaning of this Agreement and accordingly, will be compensated at the rate of pay for the Employee performing the work.

The parties agree that two Mailers and such Mailer Assistants (paid at the Mailer Assistant rate) as are required shall be assigned to the Mueller/Stitcher.

## **2. Shipper/Receiver Classification**

In the absence of a Shipper/Receiver, mailroom employees who are assigned to perform shipping and receiving tasks will be paid at the Shipper/Receiver rate for all time while performing such tasks.

Only those employees who are capable of meeting the requirements of the position will be considered for assignment to Shipper/Receiver tasks.

## **3. Maintenance Materials**

The Company agrees to supply the tools and equipment it deems necessary for employees to complete their assigned work as required by the Employer.

## **APPENDIX “B” EDITORIAL**

### **Article 1 Seniority**

Senior employees shall have first choice of vacation by classification, subject to production necessities as determined by the Employer.

### **Article 2 Freelancing**

An employee shall be free to engage in any activities outside of working hours providing such activity is not in direct competition or exploits the employee's connection with the newspaper or results in a conflict of interest, as determined by the Employer.

### **Article 3 Shift Allocation**

- a) All reporters will work nights and weekends as required, with shifts based on an equitable rotation agreed upon by the staff and the department head. Exceptions, at the employer's discretion, may be required for reporters covering courts.
- b) No reporter will work more than two consecutive weeks of nights as part of their regular rotation, unless the employee volunteers. It is understood that the needs of the business and unforeseen circumstances may result in reporters working nights for more than two consecutive weeks at a time. Vacation shall not be considered an unforeseen circumstance.
- c) Monthly work schedules for reporters shall be posted two (2) weeks in advance, but are subject to change without notice due to production necessities as determined by the Employer. The Employer will make efforts to schedule employees so that they regularly get consecutive days off.
- d) Notwithstanding the above, it is understood that the regular rotation shall be determined by the Company.

### **Article 4 Expenses**

Upon submission of expense reports in the prescribed form and properly supported by vouchers where obtainable, the Employer shall pay all authorized and reasonable expenses incurred by employees in the service of the Employer.

### **Article 5 Shift and Beat Changes**

- (a) The Employer shall notify employees of all shift or beat changes, transfers or other changes in job situations at least one week in advance, subject to production necessities as determined by the Employer, or earlier if the employee agrees.
- (b) The Employer agrees to discuss all such changes or transfers with employees in the departments involved prior to those changes or transfers being made, subject to production necessities as determined by the Employer.
- (c) The Employer agrees that all such changes in situation will be done in a reasonable manner.

## **Article 6 Letters to the Editor**

The Employer will provide the employee concerned with a copy of any letter to the editor that refers to his/her work by name prior to publication.

## **Article 7 Bylines**

Whenever substantive changes are made in a reporter's story, an effort will be made to discuss the changes before publication of the story, failing which the byline shall not be used.

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## **Letters of Understanding**

### **1. Photographic Equipment**

The Company agrees to supply the equipment it deems necessary for employees to complete their assigned work as required by the Employer.

### **2. Modification of Editorial Classification Titles**

All positions referenced to and work performed in the Editorial Department in those classifications in the January 1, 2011 to December 31, 2014 collective agreement will remain under the jurisdiction of the Union.

### **3. Elimination of classification of Editorial Page Editor**

The Editorial Page Editor classification will be removed from Appendix G – Wage (Editorial). Ian Pattison will keep the title of Editorial Page Editor and continue to be responsible for that content. He will be paid his current wage and will be subject to all negotiated wage increases until such time Ian Pattison is no longer an employee.

## **APPENDIX “C” ADVERTISING**

### **Article 1 Seniority**

Senior employees shall have first choice of vacation by classification, subject to production necessities as determined by the Employer.

### **Article 2 Part-time and Temporary Employees**

Part-time work schedules shall be posted one (1) week in advance.

### **Article 3 Commission Plan**

The Advertising Sales Commission Plan will be as outlined in the attached Appendix “F” Letter of Understanding.

### **Article 4 Expenses**

Upon submission of expense reports in the prescribed form and properly supported by vouchers where obtainable, the Employer shall pay all authorized and reasonable expenses incurred by employees in the service of the Employer.

### **Article 5 Retail Telemarketing Commission Plan**

In addition to the negotiated wage scale for Retail Telemarketing representatives, a commission rate of 6% will be paid on all sales from the first dollar sold.

### **Article 6 Commission Plan Structure**

It is in the best interests of The Chronicle-Journal and the sales team to institute a workable, rewarding sales commission plan. However, in the sales and marketing department, there are various tasks and responsibilities, which cannot be overlooked, regardless of the commission option selected.

House accounts, in particular, still require the attention of our sales force. These accounts will be minimized wherever possible and distributed so as to make the smallest possible impact on staff selling time.

1. The terms and conditions of the Advertising Sales Representatives Commission Plan shall be included within the current collective agreement.
2. The following provisions shall apply to all Outside Display Sales Representatives:
  - a. There shall be no cap on any commission payouts.

- b. A list of controllable accounts and protected account lists will be established for each sales representative by mutual agreement with management.
- c. A non-controllable account shall be defined as an account that the sales representative has little or no ability to control the schedule or size of the regular advertising booked by the business. This type of account can be booked by the business or an agency (e.g. Chain stores). Whether or not a new account is controllable shall be determined by mutual agreement with management and the sales representative. Once the account is established as controllable or house, it shall remain such.

New controllable businesses opening in the marketplace shall be allocated to sales representatives on a rotational basis. The rotation shall be established by seniority.

- d. A national account shall be defined as an account that is booked through an advertising agency and a commission is paid to the agency (e.g. Bell, Gov't of Ont., etc.). The national clerk shall continue to process these accounts.
- e. Errors will not be charged against advertising revenue where such errors are not the responsibility of the sales representative. Where the error involves the sales representative's duties and will result in a credit, the revenue shall be deducted from sales totals of the month in which the error took place.
- f. Windfalls, one-time events or new business accounts may be categorized as controllable or non-controllable and compensated accordingly. If controllable is selected, the revenue associated with the account will be included in the controllable calculation for successive years.
- g. Credit status reports shall be supplied to sales representatives on a monthly basis at a minimum. Commissions will be paid on those sales, as per the newspaper's credit policy guidelines.
- h. Accounts going out of business on an account list and affecting revenue in a significant manner, will have the target on that list adjusted accordingly and the base commission rate will be recalculated. Significant manner will be a business accounting for 4% on the affected sales list.
- i. New controllable accounts affecting revenue in a significant positive manner will not result in recalculation of the commission percentage.
- j. The company shall provide all display sales representatives a minimum of two weeks' notice prior to production deadlines for special editions. In addition to this notice, the company will share any lead information provided by the client. Display advertising representatives will provide the company with their planned prospect list following notification of the special edition.

In the instance where two weeks notice is not possible, display advertising representatives will receive the earliest possible notice.

The company shall not make divisions or changes to a sales representative's account list arbitrarily. Any proposed changes would be discussed at a joint meeting of the sales representative and management. Any changes made, if

negatively affecting that list's revenue, would have the target adjusted and the base commission rate recalculated. ROP display advertising sales revenue will be divided equally between the seller and the appropriate list to facilitate the automated monthly creation of sales commission reports.

The commission rate normally associated with the list will be used to calculate compensation for this type of sale. The resulting commission will be divided equally between the advertising sales representative responsible for the list and the retail telemarketer or outbound sales person who sells the advertisement.

In no event will the company pay commission on any sale in excess of the highest rate paid to any single salesperson.

- k. Commission at the base commission rate will be payable on non-controllable accounts where the sales representative sells the non-controllable account local advertising, such as into special sections or special features.
- l. All sales representatives will have the option of changing commission plans at every anniversary date of the plan. Sales representatives hired prior to January 1, 1999 will have the option of choosing plans A, B, or C. Sales representatives hired after January 1, 1999 will only be eligible to select plan B or C.

It will be management's prerogative to put new representative(s) on plan A for a period of training. Such new display sales representatives may choose to be placed on Plan B (at 4.75 per cent rate of commission) or C (at 9.5 per cent rate of commission) when such compensation exceeds the income they would earn had they remained on the Plan A salary grid.

The Plan C commission rate for display sales representatives will be no less than 9.5%.
- m. Commissions will be paid on a monthly basis.
- n. The sales representative will access a biweekly draw, calculated on the previous year's base salary, divided by 26. The difference between the month's actual drawn salary and commissions earned shall be adjusted by the second pay period of the following month. The drawn salary is not to be considered as a guaranteed minimum for any month as it will be impacted by this calculation.
- o. The position of service representative assigned to handle non-controllable accounts will qualify for a four per cent premium over the appropriate level of the display advertising representative's wage grid. The position qualifies for certain spiff payments but does not qualify for A, B or C Commission plans.

For those sales representatives selecting option B or C, they will qualify for additional compensation when they achieve budget for controllable sales in any given month. Those selecting Option B will receive 0.75 per cent of total sales. Those selecting Option C will receive 1.50% of total sales. These are in addition to their normal commissionable earnings.

Applicable Revenues (applicable to Plans A, B and C):

3 Local/Retail	41 Outdoors Guide	55 Comm. Print – distribution
4 Colour	44 Single Sheet	58 Under The Tree
5 Preprint	45 Weekender	59 Internet Revenue – Encore
31 Comm. Print	47 North western Trails	60 Special Edition
32 Event Marketing	53 Shop TB – local display	- ROP Advertisements in
40 TV Scene	54 Coupon Book – local	Classified Plus
- Library News and	- New Horizons	- Lakehead Life
Views	- Select TV	

## PLAN A

Base salary and commission as currently exists.

### Revenue Commission

7Applicable to Plan A only: Commission Payable

- |  |                       |
|--|-----------------------|
| • Equal last year's revenue for month    | 0%                    |
| • Increase up to \$2,000 over last year  | 5% of total increase  |
| • Increase up to \$4,000 over last year  | 6% of total increase  |
| • Increase up to \$6,000 over last year  | 7% of total increase  |
| • Increase up to \$8,000 over last year  | 8% of total increase  |
| • Increase up to \$10,000 over last year | 9% of total increase  |
| • Increase over \$10,000 over last year  | 10% of total increase |

## PLAN B

### 50% Commission / 50% Salary

The base commission is determined by dividing the sales representative's total compensation (minus spiffs) for a given year by the total controllable revenue of the sales representative for the same year. The base commission will then be divided by two (2) to reflect the 50/50 option.

Example:	Total Controllable Revenue	\$400,000
	Total Compensation	\$ 40,000

$$\text{Commission Rate} = \frac{\$40,000}{\$400,000} = 5\%$$

2

Thus, a sales representative will receive 50% of his/her salary and a 5% commission for each dollar of controllable revenue sold.

## PLAN C

### 100% Commission

The base commission is determined by dividing the sales representative's total compensation (minus spiffs) for a given year by the total controllable revenue of the sales representative for the same year.

Example:	Total Controllable Revenue	\$400,000
	Total Compensation	\$ 40,000

Base Commission Rate =  $\$40,000/\$400,000 = 10\%$

Thus, a sales representative will earn a 10% commission for each dollar of controllable revenue sold.

Annual sales budgets will be established, and will be based on the previous year's revenue for any given month, plus a percentage for growth for the current year. These targets will be for purposes of helping the sales representatives to focus and measure their progress and allow the company to grow revenue.

### Article 7 Yellow Pages

It is understood by the parties that commission paid on the yellow pages product will be paid to the selling sales person only at their regular commission rate and is not otherwise subject to Article 6, Commission Plan or Appendix F, Advertising Sales Commission Plan letter of understanding.

### Article 8 Outbound Classified Sales Representative

A new classification will be added to the wage grid for "Outbound Classified Sales Representative". The classification will be compensated following the same experience scale as Classified Ad Sales Representative and will have an additional commission component of generally six percent (6%) of sales.

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## Letters of Understanding

### 1. Person-in-Charge

The person-in-charge rate, when assigned by the employer, who is a member of the crew, shall be \$1.45 per hour in addition to his/her regular hourly rate for all hours assigned person-in-charge responsibilities.

### 2. Management of Inactive Accounts

- a) On a monthly basis, following the creation of the commission report, a list will be created by the company of all accounts which have been inactive (having generated less than \$250 in the previous five (5) months).
- b) A mutually agreed to list of seasonal accounts will be established for each sales representative (if applicable). These listed accounts shall not be categorized as inactive unless they have failed to generate at least \$250 revenue in the previous nine (9) months.

When a vacancy occurs in the sales rep position, the Employer agrees to review the open account list and re-distribute the open accounts to the current sales reps if necessary.

Inactive accounts will be subject to a draft held no more frequently than monthly and no less frequently than quarterly. On a rotational draft basis each sales representative will have the opportunity to choose from the inactive accounts. The picking order for the draft will be determined by picking names from a hat.

In turn, each sales representative may choose to select an account on each rotation. Sales representatives are not obliged to participate in this draft rotation. Once all sales representatives have withdrawn from the draft, the remainder of accounts will be deemed unassigned and sent to Category 11.

Such accounts will remain in Category 11 until formally reassigned to a sales representative by the company.

## **APPENDIX “D” CIRCULATION**

### **Article 1 Seniority**

Senior employees shall have first choice of vacation by classification, subject to production necessities as determined by the Employer.

Part time employees in the circulation department will be entitled, for a period of 24 hours from the time of the posting of the shift schedule, to choose shifts by seniority to a maximum of five (5) shifts per week. Shifts remaining unclaimed after 24 hours will be offered by seniority. A shift will be deemed offered when the employer has placed a telephone call to the employee’s telephone number on record with the employer. When the number of available shifts exceeds five, then balance will be selected by seniority.

### **Article 2 Schedules**

Schedules for part-time employees shall be posted one week in advance.

### **Article 3 Expenses**

Upon submission of expense reports in the prescribed form and properly supported by vouchers where obtainable, the Employer shall pay all authorized and reasonable expenses incurred by employees in the service of the Employer.

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## **Letters of Understanding**

### **1. District Representatives**

District Representatives will have a rotating schedule to deal with weekend work, and no District Representative will work more than two consecutive weeks of weekends.

Under normal circumstances, it is understood that only one District Representative will work weekends. It is agreed that from time to time, there may be a requirement for two District Representatives to work, or no District Representatives will be required to work. The practise of one District Representative being on call on a rotational basis will continue.

### **2. District Representatives**

Where an absence of a District Representative of three consecutive weeks or more can be determined, the Employer shall assign administrative support to District Representatives where deemed necessary.

### **3. Person-in-Charge**

The person-in-charge rate, when assigned by the employer, who is a member of the crew, shall be \$1.45 per hour in addition to his/her regular hourly rate for all hours assigned person-in-charge responsibilities.

## **APPENDIX “E” ADMINISTRATION**

### **Article 1 Seniority**

Senior employees shall have the first choice of vacation by classification, subject to production necessities as determined by the Employer.

## **APPENDIX “F” – Advertising Sales Commission Plan Letter of Understanding**

Each sales representative will have an associated list of accounts, and would work on a commission basis for all revenues he/she generates. It is understood that the primary function of sales representatives is to sell and service customer accounts. They may be assigned any necessary tools or equipment to perform their duties with a view to maximizing growth.

Specific commission percentages will be paid for inserts, chain, new business that hasn't advertised for 13 months, and business achieved over target each month.

While there would be no cap on potential earnings, commissions will not be paid on account adjustments such as bad debt write-offs, credit adjustments, or accounts reserved for doubtful accounts. Updated lists of accounts not in good standing will be provided on a regular basis. Accounts in good standing at time of sale will be honoured by the Thunder Bay Chronicle-Journal. Commissions will also not be paid for any sale to an account that has not been given credit approval. Credit approval rests with the Accounting Department management.

It is understood that the Employer may make reasonable changes to the commission structure from time to time. When a change is contemplated, the Employer agrees to discuss such changes with the affected employee(s), accompanied by a Union representative when the employee so desires.

During the first thirty (30) days following the change, the Employer agrees that the affected employee(s) shall receive a commission no less than would have been received under the previous structure had the change not occurred. In any case, the Union shall be notified in writing of any change in commission structure as well as commission structures offered new sales representatives.

**APPENDIX “G” – WAGE**

	<i>Effective % Increase</i>	<b>Jan 1/15 0.00%</b>	<b>Jan 1/16 0.50%</b>	<b>Jan 1/17 0.50%</b>	<b>Jan 1/18 0.50%</b>
<b>ADMINISTRATION</b>					
Payroll	Start	\$686.03	\$689.46	\$692.91	\$696.37
A/R Clerk	After 1	\$722.97	\$726.59	\$730.22	\$733.87
Switchboard	After 2	\$770.48	\$774.33	\$778.20	\$782.09
Clerk	After 3	\$812.69	\$816.76	\$820.84	\$824.94
<b>ADVERTISING</b>					
National Clerk	Start	\$672.58	\$675.94	\$679.32	\$682.72
	After 1	\$708.80	\$712.34	\$715.90	\$719.48
	After 2	\$755.37	\$759.15	\$762.94	\$766.76
	After 3	\$796.76	\$800.74	\$804.74	\$808.77
	After 4	\$851.00	\$855.25	\$859.53	\$863.83
Classified Sales Representative	Start	\$672.58	\$675.94	\$679.32	\$682.72
	After 1	\$708.80	\$712.34	\$715.90	\$719.48
	After 2	\$755.37	\$759.15	\$762.94	\$766.76
	After 3	\$796.76	\$800.74	\$804.74	\$808.77
Classified Outbound Sales Rep. + 6% Commission	Start	\$672.58	\$675.94	\$679.32	\$682.72
	After 1	\$708.80	\$712.34	\$715.90	\$719.48
	After 2	\$755.37	\$759.15	\$762.94	\$766.76
	After 3	\$796.76	\$800.74	\$804.74	\$808.77
Graphics Technician	Start	\$672.58	\$675.94	\$679.32	\$682.72
	After 1	\$708.80	\$712.34	\$715.90	\$719.48
	After 2	\$755.37	\$759.15	\$762.94	\$766.76
	After 3	\$796.76	\$800.74	\$804.74	\$808.77
	After 4	\$924.58	\$929.21	\$933.85	\$938.52
Retail Telemarketing	Start	\$517.38	\$519.96	\$522.56	\$525.17
	After 1	\$569.11	\$571.96	\$574.82	\$577.69
	After 2	\$620.85	\$623.95	\$627.07	\$630.20
Display Sales Representative	Start	\$786.41	\$790.34	\$794.29	\$798.26
	After 1	\$848.49	\$852.73	\$857.00	\$861.28
	After 2	\$910.57	\$915.13	\$919.70	\$924.30
	After 3	\$972.66	\$977.52	\$982.41	\$987.32
	After 4	\$1,034.75	\$1,039.92	\$1,045.12	\$1,050.35

**APPENDIX “G” – WAGE, cont’d**

		<i>Effective</i>	<b>Jan 1/15</b>	<b>Jan 1/16</b>	<b>Jan 1/17</b>	<b>Jan 1/18</b>
		<i>% Increase</i>	<b>0.00%</b>	<b>0.50%</b>	<b>0.50%</b>	<b>0.50%</b>
<b>CIRCULATION</b>						
District Representative	Start		\$718.77	\$722.36	\$725.98	\$729.61
	After 1		\$780.86	\$784.77	\$788.69	\$792.64
	After 2		\$842.94	\$847.15	\$851.39	\$855.64
	After 3		\$905.02	\$909.54	\$914.09	\$918.66
	After 4		\$967.10	\$971.94	\$976.80	\$981.68
Circulation Support Staff	Start		\$672.58	\$675.94	\$679.32	\$682.72
	After 1		\$708.80	\$712.34	\$715.90	\$719.48
	After 2		\$755.37	\$759.15	\$762.94	\$766.76
	After 3		\$796.76	\$800.74	\$804.74	\$808.77
Customer Service Clerk	Start		\$15.07	\$15.14	\$15.22	\$15.30
	After 1		\$16.47	\$16.55	\$16.64	\$16.72
	After 2		\$17.53	\$17.61	\$17.70	\$17.79
Shortage Driver Telemarketer	Start		\$11.87	\$11.93	\$11.99	\$12.05
	After 1		\$12.97	\$13.03	\$13.10	\$13.16
	After 2		\$13.79	\$13.86	\$13.93	\$14.00
<b>EDITORIAL</b>						
Editors			\$1,086.49	\$1,091.92	\$1,097.38	\$1,102.86
Reporters	Start		\$719.15	\$722.75	\$726.36	\$730.00
	After 1		\$786.41	\$790.34	\$794.29	\$798.26
	After 2		\$848.49	\$852.73	\$857.00	\$861.28
	After 3		\$910.57	\$915.13	\$919.70	\$924.30
	After 4		\$972.66	\$977.52	\$982.41	\$987.32
	After 5		\$1,034.75	\$1,039.92	\$1,045.12	\$1,050.35
Editorial Assistant	Start		\$569.11	\$571.96	\$574.82	\$577.69
	After 1		\$620.85	\$623.95	\$627.07	\$630.20
	After 2		\$672.58	\$675.94	\$679.32	\$682.72

**APPENDIX “G” – WAGE, cont’d**

		<b>Effective % Increase</b>	<b>Jan 1/15 0.00%</b>	<b>Jan 1/16 0.50%</b>	<b>Jan 1/17 0.50%</b>	<b>Jan 1/18 0.50%</b>
<b>MAILROOM</b>						
Mailroom Technician	Start		\$19.31	\$19.41	\$19.51	\$19.60
	After 1		\$21.25	\$21.36	\$21.46	\$21.57
Mailer	Start		\$13.79	\$13.86	\$13.93	\$14.00
	After 1		\$15.17	\$15.25	\$15.32	\$15.40
	After 2		\$16.55	\$16.64	\$16.72	\$16.80
	After 3		\$17.33	\$17.42	\$17.50	\$17.59
	After 4		\$17.87	\$17.96	\$18.05	\$18.14
Mailer Assistant	Start		\$13.79	\$13.86	\$13.93	\$14.00
	After 1		\$15.17	\$15.25	\$15.32	\$15.40
	After 2		\$15.83	\$15.91	\$15.99	\$16.07
	After 3		\$16.27	\$16.35	\$16.44	\$16.52
Shipper/Receiver	Start		\$15.03	\$15.11	\$15.18	\$15.26
	After 1		\$16.41	\$16.50	\$16.58	\$16.66
	After 2		\$17.79	\$17.88	\$17.97	\$18.06
	After 3		\$18.57	\$18.66	\$18.76	\$18.85

**General Wage Increase:**

Effective January 1, 2015:	<b>0.00%</b>
Effective January 1, 2016:	<b>0.50%</b>
Effective January 1, 2017:	<b>0.50%</b>
Effective January 1, 2018:	<b>0.50%</b>

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CHRONICLE-JOURNAL**

**AND**

**!J**

**unifOR**

theUnion | lesyndicat

**and its Local 191**

Re: District Reporters

As the employer has created a full-time reporter position in the Thunder Bay newsroom and has reduced the Dryden/Marathon bureaus to half-time, the Union/Company agree to the following:

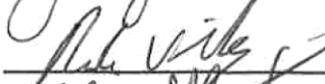
Employees covered under this Letter are: Carl Clutchey, Bryan Meadows

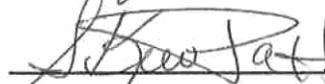
1. The parties agree the above listed employee benefits will be continued at a full-time contribution level.
2. The parties agree the above listed pension contributions will be continued to be based on a percentage of earnings which is consistent with other pension provisions in the contract.
3. In the event of a layoff, recall or severance, the above listed employees will retain their full-time seniority status.
4. In the event that half-time coverage does not succeed and one or both of the bureaus close, the above listed employees will retain the right to return to the newsroom in Thunder Bay or accept severance based on full-time salary for the years of full-time employment, and the remainder would be at the half-time or reduced level.

Dated this 30 day of V<sup>th</sup>, 2015 at Thunder Bay, Ontario.

FOR THE UNION

FOR THE EMPLOYER

  
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COLLECTIVE AGREEMENT  
between  
THE THUNDER BAY CHRONICLE-JOURNAL  
and  
UNIFOR AND ITS LOCAL 191  
January 1, 2015-December 31, 2018

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SIGNATURES

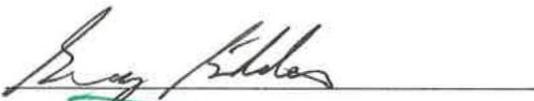
Signed for the Employer this ..?ff day of  
\_\_\_\_\_, 2015:

FOR THE COMPANY:

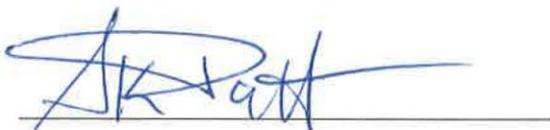
On behalf of The Chronicle-Journal :

  
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SIGNATURES

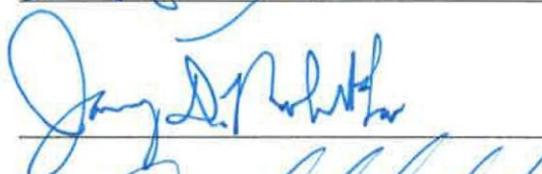
Signed for the Union this A ■ day of  
SEPTEMBER, 2015:

FOR THE UNION:

On behalf of Unifor and Its Local 191:

  
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