

**COLLECTIVE AGREEMENT**

**Between the**

**BRANDON SUN**

**and**

**UNIFOR LOCAL 191  
INSIDE WORKERS**

**January 1, 2022 to December 31, 2023**

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## **Preamble to Agreement**

In interpreting and applying this Agreement, the Company and the Union shall each act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

## **GENERAL CLAUSES**

### **1. JURISDICTION**

- (a) The Company recognizes the Union as the exclusive bargaining agent for all employees covered by this agreement.
- (b) All Employees of the Brandon Sun, employed in the Accounting Department, the Circulation department, the Advertising Department, the Creative Services Department, and all employees performing editorial and photographic functions of the Brandon Sun, in the City of Brandon, in the Province of Manitoba, save and except the Publisher, Circulation Manager, Sales and Marketing Director, Advertising Supervisor, Managing Editor, Night Editor, Executive Administrative Assistant and those excluded by the Act.

### **2. INTERPRETATION**

Where the singular and masculine are used in this Agreement, the same shall be construed as meaning the plural or the feminine or the neuter, where the context so admits or requires and the converse shall hold as applicable.

### **3. EFFECTIVE DATE OF AGREEMENT**

This Agreement, made and entered into this 7<sup>th</sup> day of April, 2022 and between the Brandon Sun (hereinafter referred to as the Company) through its authorized representatives and Unifor Local 191 (hereinafter sometimes referred to as the "Union") by its officers or a committee duly authorized to act in its behalf, shall be effective beginning January 1, 2022 and shall end on December 31, 2023. Written notice of desire to terminate or amend the Agreement shall be given by either party at least 90 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 Company signatory hereto.

#### **4. UNION SECURITY**

All present employees who are to 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.

#### **5. INFORMATION**

- (a) The Company shall supply the Union with the following information for each new employee hired to the end of their probationary period.
  - (i) Name, address, phone number (including cell), and personal email address
  - (ii) Date of hire
  - (iii) Job classification
  - (iv) Anniversary date
- (b) The Company shall notify the Union in writing monthly of resignations, retirements, deaths and other revisions in the data listed in (a) above and the effective dates. The Employer shall provide, on an annual basis, a seniority list by bargaining unit including all members' classifications.

#### **6. DUES CHECKOFF**

- (a) The Company 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 and addresses and classifications of employees from whose wages the deductions have been made, to the Union on the 28th day of each and every month.
- (b) The Union agrees to inform the Company in writing of the amount of dues, levies or assessments to be deducted from time to time and undertakes to give the Company at least one month's notice in advance of the date of any change in the amount of dues, levies or assessments to be deducted.

#### **7. UNION REPRESENTATIVES**

- (a) Although non-employees are not permitted in the non-public areas of the building without the Company's authorization in the case of recognized union representatives these authorizations will not be unreasonably withheld.

- (b) The Company recognizes the Chapel Chairperson to be the Union's representative in each department covered by this Agreement.
- (c) Such Union representatives shall not be disciplined or interfered with for acting on behalf of the members in attempting to resolve disputes or any actions involving the interpretations, application or alleged violation of the Agreement, when such matters cannot normally be handled outside working hours.
- (d) An employee shall be accompanied by a Unifor representative at any disciplinary meeting with the Company. The absence of a Unifor representative if reasonable attempts have been made to ensure attendance of a Unifor representative does not nullify discipline or any action at the meeting.
- (e) A Chapel Chairperson does not have the power or authority to make any contract or incur any liability binding on the Local without the express written consent of the Local president, Local Representative or the Local Executive Board.

## **8. PROBATIONARY PERIOD**

New employees shall be on probation for a period of sixty-five (65) working days. This period may be extended by mutual agreement of the Company and the Union or for absences. The Company has the right to discharge an employee during his/her probationary period without being required to show cause of any sort.

## **9. GRIEVANCE PROCEDURE**

- (a) Any employee grievance must be submitted to the Chapel Chairperson within ten (10) working days of it first coming to the attention of the affected 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 Company, 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 place.
- (e) The 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, and such 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 the 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 rotation basis commencing with the first person on the list, who shall then serve at first arbitration. Thereafter, for each successive arbitration, the person on the list immediately following the last person to have served as arbitrator shall then be called upon to serve. In the event the person requested to serve as arbitrator is unavailable, the next person on the list will be requested to serve.

The arbitrator's decision shall be final and binding on both parties. However, in no event shall the arbitrator have power to alter or amend this agreement in any respect. Wherever a stipulated time is mentioned in the section, the said time may be extended by mutual consent of the parties or their representatives. The cost of the arbitrator shall be borne equally by both parties.

- (g) List of arbitrators are: Michael Werier, Robert Simpson, Gavin Wood, David Marr
- (h) Both parties agree that when a grievance relates to dismissal all steps shall be conducted as quickly as possible.
- (i) Any grievance not dealt with in the prescribed time limits, set out in this article, shall be deemed to be abandoned.

## **10. LAYOFF AND RECALL**

- (a) When it becomes necessary to reduce the force it shall be determined by the Company 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 an increase in the force, the person laid off shall, if available, be reinstated 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 registered letter to the last known address of the person filed with the Company. A copy of all recall notices will be sent to the Union. The person recalled must, on receipt of the recall notice, notify the Company of his intention to return to work and must return to work within ten (10) working days of the mailing of the recall or make alternative arrangements satisfactory to the Company. An employee who refuses recall to an equal or higher position than the position he was laid off from will lose

all seniority rights.

- (c) In the event of a layoff, employees within the affected classification shall, on the basis of seniority, have the option of taking voluntary layoff with the severance pay which would otherwise have been afforded to the junior employees laid off, providing those remaining employees are capable of performing the work required as determined by the Company. Any employee voluntarily accepting layoff under this provision will not be eligible for recall under Article 10(b).

## **11. SUSPENSION AND DISMISSALS**

The Company may terminate or suspend only for just cause. A suspension or dismissal shall be in writing and shall contain the reasons for the suspension or dismissal and shall be given to the employee concerned and the Union.

## **12. NO DISCRIMINATION**

- (a) The Company and the Union agree that there will be no discrimination because of race, nationality, religion, colour, sex, age, sexual preference, marital status, physical handicap, ethnic or national origin, political beliefs or family status.
- (b) In the event any employee or the Union initiates an action under the Manitoba Human Rights Act, the Company shall be relieved of any obligation to process a grievance on that matter under this section.
- (c) Employees are free to participate in Union activities in accordance with the Manitoba Labour Relations Act.
- (d) The Company and the Union agree to abide by the following harassment policy: The Brandon Sun will not tolerate any abuse of its employees, whether the abuse be physical, verbal, mental, emotional, or of any other kind whatsoever. This prohibited abuse includes all forms of sexual harassment. The Company policy of non-tolerance of abuse extends to relations between an employee and any other employee, whether or not the employee being abused is under the normal working authority of the person responsible for the abuse.

Every employee at this newspaper should realize that anyone who practices abuse or harassment could be subject to dismissal. There are many circumstances when a second chance is not warranted and in those circumstances a second chance will not be given.

If any employee feels that he/she has been abused by another employee, then a confidential discussion may be held with the department head of the upset employee, or directly with the Publisher. The matter will be fully investigated on a



confidential basis, and all parties to the complaint will be advised of what the decision is.

### **13. NEW EQUIPMENT AND TRAINING**

Coincidental with the decision to purchase new equipment or apply new technology which will significantly alter the work procedures of any employee's job, the Company will notify the Union in writing.

Within a further ten (10) days, the parties will meet to formulate the necessary training programs for those employees required to operate the new equipment or apply the new technology, none of whom will be laid off until they have been afforded the opportunity to be retrained.

In the event that insufficient positions remain after the installation of the new equipment or the application of the new technology, then the Company will reduce the workforce as set out in Article 10 of this Collective Agreement.

### **14. BULLETIN BOARD**

The Company will allow the Union to install glass-covered, lockable bulletin boards in the designated areas in the Advertising Department, and the hallway for use by the Union, for the posting of official Union notices only.

### **15. JOB POSTING**

The Company will post on all chapel bulletin boards all openings for employment, such notice to remain posted for a minimum of seven (7) calendar days before the position can be filled. Such posted notices shall contain the wage rate and such other information which may be of assistance to employees considering applying for the position. Current employees shall receive consideration for openings and their applications be reviewed. 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.

Job postings in a department shall be mailed out to the last known address/email address of a laid-off employee from that department up until the recall rights expire.

### **16. LEAVES OF ABSENCE**

- (a) Upon notice in writing and for reasons mutually deemed to be good and sufficient between the leave-taker and the Company, leaves of absence will be granted.
- (b) Upon request, the Company will grant employees leaves of absence, on a full shift

basis, to attend union meetings, conventions, or Union business, provided not more than one employee from each department may be absent at any time, for a maximum of two (2) weeks. The Company will make reasonable efforts to change work schedules to permit others to be absent for such purpose; however, the Company will not be obliged to incur overtime costs to make such accommodation.

- (c) Leaves provided for in this article shall not constitute breaks in continuity of service. An employee on leave shall not accumulate vacation credits during the time of their leave. Employees granted leaves of absence shall be re-instated at the same or comparable position when they return.
- (d) One employee from each department in the bargaining unit will be granted a leave of absence for the purpose of contract negotiations, if necessary.
- (e) Should a member of the bargaining unit be appointed or elected to a full time position with the Union, then, subject to the requirements and efficiencies of operations, he/she shall be granted a leave of absence without pay and shall be reinstated in the same or a comparable position in the same department upon the expiration of such leave. Such leave shall be given to only one employee at any one time. The employee will provide two (2) months written notice prior to his/her anticipated return under this provision until such time as his/her term or appointment is ended.
- (f) Compassionate Care Leave will be granted in accordance with *The Employment Standards Code* (Manitoba).

## **17. PARENTAL LEAVE**

- (a) An unpaid leave will be granted upon request for parental leave in accordance with *The Employment Standards Code of Manitoba*.
- (b) When the employee returns to active employment after parental leave, he or she shall be reinstated at the same or comparable position.
- (c) Employees on parental leave shall maintain welfare benefits during the period of the leave by paying their share of the premiums as outlined in Section 30 of the Collective Agreement.
- (d) Accrued vacation earned prior to maternity or paternity leave must be added to the leave time.
- (e) Time spent on maternity or parental leave shall count as service for the employee for the purposes of all contract benefits except accrual or continuation of benefits during the period of leave.

## **18. BEREAVEMENT LEAVE**

A regular employee will be granted up to three days of leave of absence with pay at 100% of regular rates, provided the three days are regularly scheduled work days, for the purpose of making arrangements and attending the funeral in the event of a death of a member of the employee's immediate family which shall be limited to the following: spouse, children, parents, sister or brother, mother-in-law, father-in-law, step-parents, step-children, step-sisters, step-brothers, grandparents, and grandchildren. One day bereavement leave will be granted for aunts, uncles, nieces, nephews, brother-in-law, and sister-in-law. Such bereavement leave shall be taken during the period commencing with the day of the death and ending on the day of the funeral, or the day after the funeral if travel is involved.

At the discretion of the Publisher up to two additional days at no loss of pay may be granted.

An employee will be granted up to one-half (1/2) day off, without loss of pay when they are to be an active pallbearer. This provision does not apply when the funeral is for anyone listed in this article.

The time of the bereavement leave shall include the day of the death, the day of the funeral, and the intervening period, with the provision that none of those named days are regular days off, recognized vacations, holidays or Sundays.

Bereavement leave shall be granted to employees in same sex relationships on the same basis as those employees in a relationship with a person of the opposite sex.

## **19. JURY DUTY**

- (a) Any employee required to serve on, or appear for, a jury duty or as a crown witness shall receive from the Company the difference between his jury or witness pay and his regular pay. When his presence is not required in court an employee shall report for work.
- (b) When an employee is working a night shift during the period that he/she is serving on jury duty, he/she shall be excused from the total shift for any day on which he or she has been required to appear for jury duty.
- (c) When such employee is called for jury selection, he/she will be allowed a minimum rest period of eight hours between the end of the selection process and the beginning of the work shift.

## **20. LUNCH PERIOD**

A lunch period of at least thirty (30) minutes and not more than an 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.

## **21. TURNAROUND**

Where less than nine (9) hours have elapsed between scheduled shifts, overtime rates will be paid for all hours worked within the nine-hour turnaround period.

## **22. MANAGEMENT RIGHTS**

- (a) The Union acknowledges the traditional rights of the Publisher to manage the Company in the most efficient manner. Except for the specific provisions of this contract, all other aspects of management are the sole prerogative of the Publisher. These include competency, maintenance of order, policies, discipline and efficiency of the staff, the direction of the work force, the right to plan, direct and control operations, the right to make rules and regulations and to require their observation.
- (b) The Union acknowledges that all decisions concerning product or products, the schedule of production, the methods, processes, and means of production, are the sole responsibility of the Publisher.

## **23. OUTSIDE ACTIVITIES**

An employee shall be free to engage in any activities outside of working hours. If such activity is in direct competition or exploits the employee's connection with the Newspaper, or results in a conflict of interest, the employee shall first obtain permission from the Company which shall not be unreasonably withheld.

## **24. TEMPORARY APPOINTMENTS**

- (a) Except to cover the first day of sickness or for training, employees required to work in a higher classification shall receive the next higher rate of pay in the higher classification if the assignment is for a full shift or more.
- (b) No employee shall receive a reduction in salary when temporarily assigned to a lower classification.
- (c) Employees temporarily assigned to a higher position outside the bargaining unit shall receive a 20% premium for such work.

## **25. GENERAL OFFICE**

The Company agrees to furnish a clean, healthful, properly lighted, ventilated and heated environment for the performance of all in-plant work.

## **26. MERIT INCREASE**

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

## **27. FULL AGREEMENT**

This Collective Agreement is the sole instrument governing the relationship between the parties. No practice or representation outside of the language of the current collective agreement and letters of understanding attached to this agreement has any force and effect.

## **28. SENIORITY**

Seniority of employees as used in this Agreement means continuous length of service with the Company. Employment shall be deemed continuous unless interrupted by (a) dismissal for just and sufficient cause or (b) dismissal to reduce the force (c) resignation or (d) retirement. Senior employees shall have first choice of vacation, subject to production necessities as determined by the Company.

## **29. SEVERANCE PAY**

In the event of a layoff of a full-time employee, severance pay shall be two weeks pay per year of service. Severance pay shall not exceed 26 weeks of pay.

## **30. SICK LEAVE AND BENEFITS**

- (a) Full-time employees in the bargaining unit shall be entitled to 100% payment in lieu of wages for absence due to sickness or because of accidents or injury not covered by Worker's Compensation or group insurance. Such sick credits will apply during the standard work week and shall be limited to ten (10) days in each twelve (12) month calendar year period commencing January 1st to December 31st. Up to three (3) days, of the ten (10) days outlined above, may be used to attend to illness of children or family emergencies. No change in the current benefit plans shall be made without full disclosure to the Union.
- (b) The Company agrees to continue all benefits now offered to full-time employees. The benefits are weekly indemnity, long-term disability, life insurance, dental,

optical and extended health plans. The cost sharing of these benefits is outlined in the Letter of Understanding on Long-term Disability attached to this Agreement.

- (c) Vision care is \$300 every twenty-four months.
- (d) The definition of spouse for the purpose of eligibility for benefit programs will include same sex spouse.
- (e) In the event that the employee receives compensation from a third party regarding loss of employment income in respect of or in relation to an absence from work for which the employee was also provided pay for loss of employment income by the Company, the employee will immediately repay to the Company such pay provided to him/her by the Company in an amount equal to the amount of compensation received by the employee from the third party regarding loss of employment income.

The Company will provide a prescription drug card to employees who participate in the Extended Health Plan pursuant to Article 30.

### **31. STRUCK WORK**

The Union agrees that during the term of this Agreement there will be no strikes. The Company agrees that during the term of this Agreement there will be no lockouts.

### **32. SUB-CONTRACTING**

Sub-contractors or sub-contracting shall not be used when such use would result in the dismissal of an employee covered by this Agreement.

### **33. HEALTH AND SAFETY COMMITTEE AND TECHNOLOGY**

- (a) In accordance with the provision of the Manitoba Workplace Safety and Health Act, a Safety and Health Committee will be established and maintained to monitor, control and enforce safe and healthy working conditions in all operations of the newspaper, including all mechanical and electronic devices and video display terminals.
- (b) Worker Health and Safety representatives and Health and Safety committee members shall be entitled to a minimum of two (2) days of paid leave, per year, for the purpose of completing Health and Safety education and training programs, authorized by the committee.
- (c) A minimum of six (6) health and safety committee meetings shall be held annually in accordance with the provisions of The Workplace Health and Safety Act (Manitoba) unless the Workplace Health and Safety Committee decides to have

less than six (6) but not less than four (4) meetings annually.

#### **34. EXPRESSION OF DISSATISFACTION**

Copies of written criticism or reprimands shall be furnished to the Union. Any employee not wanting the Union to have such copies shall indicate in writing on the Company's copy. If such written criticism or reprimand becomes part of a personnel file, any replies to the criticism or reprimand shall become part of that file. Any such written criticism that is more than twenty-four (24) months old will not be used in any arbitration proceeding.

#### **35. SUNDAY WORK**

On Sundays, except where Sunday is part of the regularly scheduled workweek, overtime rates shall be paid.

#### **36. GENERAL HOLIDAYS**

(a) The Company shall give to each employee a holiday with pay on each of the following General Holidays or days celebrated as such:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday (1st Monday in August)	Boxing Day
Louis Riel Day	

and any other General Holiday declared by the Provincial Government.

- (b) If required to report, employees will receive one day's pay for the holiday in addition to the overtime rate for all hours worked.
- (c) Should one of the above named holidays fall on an employee's scheduled day off or during a paid vacation, he will receive another day off with pay, at a time mutually satisfactory to the employee and his department head.
- (d) For the night shift the holiday shall be the eve before the holiday. Any shift that begins at 1 p.m. or later shall be designated a night shift for the purposes of this article.
- (e) All part-time employees shall be paid for General Holidays as per *The Employment Standards Code* (Manitoba).

### **37. PROMOTIONS**

- (a) Present employees will receive considerations for vacancies in higher classifications.
- (b) An employee promoted to a higher classification shall be considered probationary for the first six months. The employee may at any time during this period return to his former classification or the Company may reassign him to his former position.
- (c) An employee so promoted shall receive the minimum wage in the classification, next higher to his wage in the classification from which he was advanced.
- (d) Employees shall have the right to refuse promotions.

### **38. PROFESSIONAL SKILLS**

The Company agrees to make every reasonable effort to upgrade the professional skills of employees.

### **39. VACATIONS WITH PAY**

Employees who have completed twenty-five (25) years of service will be paid a lump sum of \$525.00. An employee who attains thirty (30) years of service will be paid a lump sum of six hundred \$600.00.

- (a) Vacations with pay shall be given on the following basis:

Vacation entitlement is based on a common anniversary date of January 1 so all employees will receive their vacation entitlements at the same time. All vacation time off is subject to production necessities as determined by the Company. Requests for vacation time off will not be unreasonably withheld.

Full time employees will be entitled to an annual vacation with pay calculated as follows:

Employees who have less than one year of service at December 31 shall receive a pro rata of the two (2) weeks of vacation entitlement from the date of hire to December 31 of the year in which they were hired.

An employee who has more than one year and less than three (3) of continuous service at December 31 of the preceding calendar year will receive two weeks' vacation with pay.



An employee after three (3) or more years of continuous service at December 31 of the preceding calendar year will receive three weeks' vacation with pay.

An employee after eight (8) or more years of continuous service at December 31 of the preceding calendar year will receive four weeks' vacation with pay.

An employee after seventeen (17) or more years of continuous service at December 31 of the preceding calendar year will receive five weeks' vacation with pay.

- (b) A part time employee proceeding to full time employment, after shall have his vacation date for purposes of vacation entitlement adjusted to reflect his service as a part time employee. The employee will be credited with the number of hours accumulated during the employee's continuous service with the Company as a part time employee. The credited hours will be prorated with the annual hours of a regular full time employee (1950) to establish the appropriate credit to adjust the employee's vacation date for future vacation entitlements.

For example, a part-time employee proceeding to full time with 5000 part time hours will have his vacation entitlement adjusted to be 5000 divided by 1950 = 2.56 years credit or 2 years and 29 weeks.

- (c) Part-time employees will be entitled to an annual vacation with pay calculated as follows:

Part time employees with less than one (1) year of continuous service at December 31 shall receive vacation pay in accordance with The Employment Standards Code (Manitoba).

Part-time employees after one (1) or more years of continuous service at December 31 shall receive vacation pay in the amount of six percent (6%) of his/her total regular earnings calculated to December 31 of the preceding calendar year.

Part-time employees after seven (7) or more years of continuous service at December 31 shall receive vacation pay in the amount of eight percent (8%) of his/her total regular earnings calculated to December 31 of the preceding calendar year.

Vacation pay shall be provided to part-time employees on each pay period.

All vacation time off is subject to production necessities as determined by the Company. Requests for vacation time off will not be unreasonably withheld.

- (d) Employees shall be allowed one week of vacation carryover for the first year of this agreement beginning January 1, 2014. Thereafter all vacation entitlement must be taken by December 31st of each year.

**40. GENERAL WAGE INCREASE**

Wages		
Effective January 1, 2022	-	\$0.40
Effective January 1, 2023	-	\$0.40

The company will increase all wages in all wage schedules, except for differentials, by forty cents (\$0.40) per hour for all employees retroactive to January 1, 2022 and the company will provide an additional forty cents (\$0.40) per hour for all employees effective January 1, 2023.

**41. UNIFOR MULTI- EMPLOYER PENSION PLAN**

The Company agrees to make contributions for employees covered by this collective agreement to the Unifor Multi-Company Pension plan on the following basis:

- (a) The contribution shall be for all regular hours for which income was paid on the company payroll.
- (b) The rate of contribution shall be 5 percent of the employee’s regular rate of pay effective January 1, 2022 for the duration of this agreement.
- (c) No employee will suffer a reduction in contributions to the plan as a result of establishing the percentage contribution levels in the collective agreement.

**42. 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 Company 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.

The Union will provide a letter on quarterly remittance.

#### **43. VEHICLES**

Except for Advertising Sales Representatives, employees shall not be required to provide a vehicle for work purposes but may do so by arrangement with the Company and be compensated in accordance with the Collective Agreement.

#### **44. COFFEE BREAKS**

A paid coffee break of fifteen (15) minutes shall be allowed to all employees, for every three (3) hours worked.

#### **45. BANKED OVERTIME**

(a) Optional banked overtime for employees will not exceed three (3) weeks at any given time. All overtime exceeding three weeks will be paid at the then-earned rate of pay.

(b) Employees will only again accumulate optional banked time when previous accumulated time is used, and that individual's level falls below the three-week maximum.

(c) Once accumulated, Employees must schedule the time off at a time mutually agreeable to the Company and the Employee.

LETTER OF UNDERSTANDING – G1

BETWEEN

BRANDON SUN

AND

UNIFOR Local 191

Collective Agreement January 1, 2022 to December 31, 2023

Re: Long-Term Disability

In order to fulfil the intent of the parties as outlined in this Letter of Understanding, and to resolve all concerns surrounding the transfer of Long-Term Disability Plan premium payments to eligible Union members and the transfer of an increased portion of Extended Health Plan and Dental Insurance Plan premium payments to the Employer, the parties agree that the following terms are effective January 1, 2022 and are in force for the duration of the Collective Agreement effective January 1, 2022 to December 31, 2023 (the “Collective Agreement”):

1. Employees who participate in the Extended Health Plan and/or the Dental Insurance Plan and work in departments which are eligible for long-term disability (“LTD”) coverage will be included in a new separate plan referred to as the “Non Taxable LTD Plan” and those employees will be referred to as “Non Taxable LTD Employees”.
2. The Employer will transfer premiums it formerly paid for LTD coverage from Non Taxable LTD Employees to the Extended Health Plan and the Dental Insurance Plan.
3. The Unions and Employer agree that the desired effect of the transfers is to give Non Taxable LTD Employees non-taxable LTD coverage. While the transfers were done as fairly and equitably as possible, the Unions understand that a small minority of employees will incur slightly higher premium costs than what they paid prior to the premium transfers.
4. The premium transfers from the creation of the Non Taxable LTD Plan will create a cost-sharing of the combined Family and Single Extended Health Plan and Dental Insurance Plan premiums of eighty percent (80%) to the Employer and twenty percent (20%) to the employees.

5. The parties agree that the new reduced employee portion of premiums payable by single employees participating in the Non Taxable LTD Plan for Dental Insurance Plan and/or Extended Health Plan coverage is currently zero, but that going forward the Employer will pass on to such employees any increased costs to the single premium rate in an equitable manner.
6. The Employer commits to paying eighty percent (80%) of the total combined single and family premiums for Dental Insurance Plan and Extended Health Plan coverage on an ongoing basis for Non Taxable LTD Employees. The Union commits Non Taxable LTD Employees to paying one hundred percent (100%) of LTD premiums in the future.
7. The Employer will continue to pay premiums for taxable LTD coverage to employees who work in departments which are eligible for LTD coverage and not enrolled in the Dental Insurance Plan or the Extended Health Plan.
8. Article 30 of the Collective Agreement remains in full force and effect for the duration of the Collective Agreement, except as specifically amended by this Agreement.
9. The parties may alter or amend these terms at any time by mutual consent in writing during the term of the Collective Agreement.

SIGNED ON THIS                      DAY OF April, 2022.

FOR THE UNION



FOR THE COMPANY



## BRANDON SUN

### NON-DISCRIMINATION/NON-SEXUAL HARASSMENT POLICY

#### POLICY

Employees have the right to expect an environment free from discrimination and harassment. It is expected that the behaviour of employees in the workplace will meet generally acceptable social standards. Employees, in their relations with each other persons in the workplace, are to treat each other with respect and dignity. Employees shall not engage in sexual harassment or any other form of personal harassment.

The Brandon Sun is committed to treating all employees fairly and to maintaining a work environment that supports the dignity and self-respect of all employees. This means that discriminatory practice based on race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age marital status, family status or handicap will not be tolerated. Sexual harassment will also not be tolerated.

The Canadian Human Rights Commission considers harassment to include but is not limited to:

- Unwelcome remarks, jokes, innuendo or taunting about a person's body, attire, age, marital status, ethnic or religious origins.
- Displaying offensive or derogatory pictures.
- Practical jokes which cause awkwardness or embarrassment.
- Unwelcome invitations or requests.
- Leering or other gestures.
- Condescension or paternalism which undermines self-respect.
- Any unwelcome physical, visual or verbal conduct.

The Brandon Sun accepts this definition and will be guided by it in dealing with allegations of harassment of discrimination. Sexual harassment will be considered to have taken place if a reasonable person ought to have known that such behaviour was unwelcome, or when such behaviour poisons the work environment.

The Workplace Safety & Health Act/Regulations Part 10 "Harassment" requirements:

10.2(1) the harassment prevention policy must include the following statements:

- (a) every worker is entitled to work free of harassment;
- (b) the employer must ensure, so far as is reasonable practical, that no worker is subjected to harassment in the workplace;

- (c) the employer will take corrective action respecting any person under the employer's direction who subjects a worker to harassment;
- (d) the employer will not disclose the name of the complainant or an alleged harasser or the circumstances related to the complaint to any person except where disclosure is:
  - (i) necessary to investigate the complaint or take corrective action with respect to the complaint, or
  - (ii) required by law;
- (e) a worker has the right to file a complaint with the Manitoba Human Rights Commission;
- (f) the employer's harassment prevention policy is not intended to discourage or prevent the complainant from exercising any other legal rights pursuant to any other law.

Any employee whose actions are inconsistent with our policy of non-discrimination/non-harassment will be subject to discipline, up to and including termination of employment, depending on the seriousness of the situation.

When allegations prove frivolous, or completely without foundation, or are made with malicious intent, the complainant will also be subject to disciplinary action up to and including termination of employment.

## **PROCEDURE**

### *WHAT YOU SHOULD DO IF YOU ARE THE VICTIM:*

Employees who believe they are being harassed and/or discriminated of another employee should take the following steps.

1. Tell the individual very clearly that his/her behaviour is offensive and tell him/her *to stop*. This can be done by speaking to the person or in writing. If possible, get another person to witness this action. Let co-workers know the behaviour is unwelcome. Peer pressure can be an effective deterrent and your colleagues can provide you with support.
2. Inform your Supervisor or Department Head or Human Resources of the nature and circumstances of the harassment. If however, you are fearful of reprisals or have been threatened, you should not confront the harasser first but take your concerns directly to your supervisor.

3. If your superior is harassing you or for any reason you feel uncomfortable discussing the problem with your Department Head, you should contact either/or
  - Publisher
  - Human Resources
  
4. a.) With the knowledge of the complainant, the Supervisor and/or Human Resources will conduct an investigation surrounding the allegation(s).  
  
b.) In addition to the above, employees who have provisions in their collective agreement may refer their complaint accordingly. The name of the complainant or the circumstances of the complaint will not be disclosed to any person except where disclosure is necessary for the purpose of investigation of the complaint.
  
5. Keep written notes about what happened when the harassment occurred and what was done about it. Dates, times, witnesses would be helpful.
  
6. As allegations of harassment have the potential to be damaging to the personal reputations of the parties involved, every effort will be made to ensure confidentiality of the parties and any witnesses. However, any accused has the right to know and address allegations made to his/her detriment.

Following the investigation, Human Resources or designate and the Publisher will review the matter and relevant facts, giving consideration to the merits of the case, company policy, the law and any other factors which may be pertinent to the complaint. They will render a decision in writing within ten working days of the date of the complaint was filed to management, unless circumstances require a longer period of time. At the conclusion of the investigation, all relevant persons involved in the investigation will be informed at of the outcome.

No documentation of unsubstantiated claims will be maintained in individual personnel files.

*IF YOU KNOW OF OR WITNESS HARASSMENT OF ANOTHER EMPLOYEE:*

- offer support to the victim
- offer to be a witness on their behalf
- if appropriate, approach the harasser and let him/her know behaviour is inappropriate
- if the harassment continues, discuss your observations with the harasser's superior

*IF YOU ARE A SUPERVISOR:*

You are legally responsible for creating and maintaining a working environment that is free from harassment. That means being sensitive to the climate in your work group and addressing potential problems before they become serious.



If you are aware of, or ought reasonably to have been aware of, harassment in your department, you are responsible and must act to stop it. Also, if harassment is going on and you DO NOT ACT TO STOP IT, risk being disciplined. In addition, you may be named as a co-respondent in the event the complaint is filed with the Human Rights Commission and subject to any fine determined by the Commission.

If you receive a complaint, immediately inform your Department Head, Publisher or Human Resources. You will be expected to assist in and document a thorough and confidential investigation.

#### *CLIENTS AND HARASSMENT:*

There may be occasion where a sales staff member or other employee feels that he/she is being subjected to behaviour from a client that falls under the definition of harassment.

Although we cannot deal with a client in quite the same manner as a fellow employee, any harassment of a staff member by a client must be addressed by the Publisher or Department Head.

If you feel you are being harassed by a client, follow these steps:

1. Advise the client that his/her behaviour is inappropriate and unwelcome.
2. If you feel you need assistance with the problem and cannot deal with the client on your own, advise your Publisher and Department Head in writing, with a copy to Human Resources.
3. If the harassment continues, report this immediately to your Publisher or Department Head.

Your Publisher or Department Head will investigate your complaint and take appropriate action.

Effective Date: January 1, 2022

PROTOCOL to the BRANDON SUN HARASSMENT POLICY

## Preamble

An employee may at any time approach his/her supervisor or management to raise a concern which might be better addressed outside the Harassment Policy. Management agrees to review any such concerns and to respond in a timely way.

## Threshold for harassment in a supervisory context

1. Supervisors and employees under their supervision will treat each other with respect and dignity.
2. As part of their duties, supervisors are required to correct employee behavior, coach employees on job performance, impose discipline and engage in other job-related interaction with employees. These supervisory functions do not, in and of themselves, constitute harassment, even where the affected employee may feel slighted by criticism of his/her job performance.
3. Supervisors may not, in carrying out the above functions, engage in conduct or make comments which violate the provisions of the *Manitoba Human Rights Code*. This will be considered harassment under the Policy. Moreover, supervisors may not demean or abuse an employee in personal terms while carrying out the above functions. If repeated, this will also be considered harassment under the Policy.

## Investigation following a complaint of harassment

4. The Company will commence the process of investigation as soon as possible after receiving a complaint of harassment, and in any event not later than five (5) working days after receipt.
5. All required interviews will take place as soon as reasonably possible considering the nature and scope of the investigation. The timing and location of interviews will be arranged so as to maximize the preservation of confidentiality.
6. The complainant will be kept reasonably informed of progress as the investigation proceeds.
7. Time limits may be extended by agreement of the complainant or where urgent circumstances warrant.

## Response to the complaint

8. Within five (5) working days of completing the investigation, the Company will communicate a written response to the complainant and the respondent(s). A response will include a statement of the allegations, a summary of the investigation undertaken

and the Company's conclusion. Upon the complainant's request, an in-person meeting will be held between the complainant and the investigator to review the response.

#### Complaints which fail to meet the threshold

9. If the Company determines at any time that, in its opinion, the complaint does not reach the threshold for harassment under the Policy, it will so advise the complainant and the respondent(s). The complainant will then have two options.

10. First, the complainant may request that notwithstanding the Company's opinion, the full investigation be completed. In such case, the Company will advise the complainant of the potential adverse consequences which may result from an allegation which is frivolous, completely without foundation, or made with malicious intent, in accordance with the Policy. The Company will then complete a full investigation.

11. Second, the complainant may terminate the complaint, in which case no further action shall be taken under the Policy. If a condition exists which requires the attention of the Company, the investigation may continue outside the ambit of the Policy, at the Company's discretion.

## ACCOUNTING UNIQUE CLAUSES

### 1. HOURS OF WORK

- (a) The regular workweek will comprise thirty-seven and one-half (37.5) hours, consisting of five (5) days of seven and one-half (7.5) hours each consecutive, exclusive of lunch.

The Union recognizes that changes in shifts and hours of work may be necessary for the requirements and efficiency of operations. The Company will consult with the Union before implementing changes in shift schedules which result in the workweek being other than five (5) days and the daily standard hours of work being in excess of seven and one-half (7.5) hours consecutive, exclusive of lunch, in one (1) day and will give careful consideration to any recommendations which the Union may have with respect to the implementation of such changes provided, however, that if the Union does not agree with the implementation of such changes, a grievance may be filed in accordance with Article 9 and failing settlement, the matter may be referred to arbitration in accordance with Article 9.

- (b) The regular day shift hours are from 7 a.m. to 6 p.m. If any portion of an assigned shift falls outside these hours, the employee shall be paid a differential of:

January 1, 2022	-	\$2.52 per hour
January 1, 2023		\$2.52 per hour

- (c) When an employee is required to work on a day off or a night off, which is a sixth or seventh shift in that week, that employee shall be paid at the overtime rate.
- (d) An employee working an overtime shift shall be paid one and one-half times the regular rate.
- (e) The Company shall endeavour to give employees two consecutive days off within the workweek. The second day is to be considered as the Sunday, and Sunday premiums shall apply.
- (f) Overtime shall be paid at one and one-half (1.5) times the employee's wage for all hours worked in excess of the daily standard hours of work established by the Company in accordance with Article 1(a).
- (g) Compensatory time off in lieu of overtime pay may be elected by the employee, up to a maximum of ten days. Scheduling of time off is in accordance with *The Employment Standards Code (Manitoba)*.
- (h) Employees called back after having left the office shall be paid \$3.00 for such call-back and overtime rates for all time worked after such call-back.

- (i) All employees are entitled to a minimum of one-half hour lunch period, with no pay, no later than five (5) hours after the start of their shift.

## **2. SCHEDULES**

Regular work schedules shall be posted one week in advance.

## **3. TEMPORARY AND PART-TIME EMPLOYEES**

- (a) A part time employee is one who is hired to work regularly less than the standard work week provided for in this Agreement.
- (b) A temporary employee is one employed for a special project or for a specified time, in either case not to exceed four months.

A temporary employee may be employed in excess of four (4) months when replacing an employee on approved leave of absence that exceeds (4) months.

- (c) Part-time and temporary employees shall be paid on a hourly basis equivalent to the weekly salary provided for their classification and their experience, and shall advance in the schedule of minimum salaries according to the active hours worked.
- (d) In the event of a part-time or temporary employee becoming a full-time employee, his seniority shall be calculated on the basis of his hours worked.
- (e) Employees who have worked a minimum of 1,200 hours in the preceding calendar year will be covered under the following articles of the contract.
  - (i) paid general holidays;
  - (ii) call-back;
  - (iii) bereavement leave;
  - (iv) sick leave;(v) extended health;
  - (vi) vision care;
  - (vii) dental

However, once an employee has achieved 5,000 hours, the employee must work at least 800 hours in the current calendar year to retain the above benefits for the following calendar year.

4. **WAGES ACCOUNTING**

Accounting Clerks

Rate/Week	<u>January 1, 2022</u>	<u>January 1, 2023</u>
Year 1	\$464.47	\$479.47
Year 2	493.46	508.46
Year 3	522.45	537.45
Year 4	551.44	566.44
Year 5	580.44	595.44

## ADVERTISING UNIQUE CLAUSES

### 1. HOURS OF WORK (CLASSIFIED AND RETAIL)

- (a) The regular workweek will comprise thirty-seven and one-half (37.5) hours, consisting of five (5) days of seven and one-half (7.5) hours each consecutive, exclusive of lunch.

The Union recognizes that changes in shifts and hours of work may be necessary for the requirements and efficiency of operations. The Company will consult with the Union before implementing changes in shift schedules which result in the workweek being other than five (5) days and the daily standard hours of work being in excess of seven and one-half (7.5) hours consecutive, exclusive of lunch, in one (1) day and will give careful consideration to any recommendations which the Union may have with respect to the implementation of such changes provided, however, that if the Union does not agree with the implementation of such changes, a grievance may be filed in accordance with Article 9 and failing settlement, the matter may be referred to arbitration in accordance with Article 9.

- (b) Seven and one-half consecutive hours (excluding the meal break) shall constitute a full shift. Five shifts shall constitute a week's work. The standard workweek shall be Monday through Friday.
- (c) Vacation request forms must be distributed by the end of November to all employees and employees will be given sufficient time (2 weeks) to decide on vacation requests. Upon return of the forms to the manager, the manager will confirm in writing within two (2) weeks of turn-in-date. If an employee with seniority requests the same holiday time as a junior representative, the junior representative shall be notified immediately so that an alternative request can be made. All vacation time off is subject to production necessities as determined by the Company. Requests for vacation time off shall not be unreasonably withheld.
- (d) The Company shall notify employees of all shift changes, transfers and other changes in job situation at least one week in advance or later with the approval of the employee.
- (e) Shift differential shall be paid for hours worked outside the regular day shift hours effective:

January 1, 2022	-	\$2.52 per hour
January 1, 2023		\$2.52 per hour
- (f) When an employee is required to work on a day off, which is a sixth or seventh shift in that week, that employee shall be paid at the overtime rate.

- (g) Overtime shall be paid at one and one-half (1.5) times the employee's wage for all hours worked in excess of the daily standard hours of work established by the Company in accordance with Article 1(b).
- (h) Sales representatives shall be excluded from (g) of this section of the Collective Agreement.

## **2. TEMPORARY AND PART-TIME EMPLOYEES**

- (a) A part time employee is one who is hired to work regularly less than the standard work week provided for in this Agreement.
- (b) A temporary employee is one employed for a special project or for a specified time, in either case not to exceed four months.

A temporary employee may be employed in excess of four (4) months when replacing an employee on approved leave of absence that exceeds four (4) months.

- (c) Part-time and temporary employees shall be paid on an hourly basis equivalent to the weekly salary provided for their classifications and their experience, and shall advance in the schedule of minimum salaries according to the active hours worked.
- (d) In the event of a part-time or temporary employee becoming a full-time employee, his seniority shall be calculated on the basis of his hours worked.
- (e) Employees who have worked a minimum of 1,200 hours in the preceding calendar year will be covered under the following articles of the contract:
  - (i) paid general holidays;
  - (ii) call-back;
  - (iii) bereavement leave;
  - (iv) sick leave;
  - (v) extended health
  - (vi) vision care;
  - (vii) dental

However, once an employee has achieved 5,000 hours, the employee must work at least 800 hours in the current calendar year to retain the above benefits for the following calendar year.



**3. COMMISSIONS - FOR THE INFORMATION OF THE ADVERTISING DEPARTMENT**

The following rates for Classified Advertising and Business Directory advertising will be paid to the Retail Sales Representatives as per Article 2 (i) of the Commission Plan Structure.

If the advertisement for the customer does not run under the Retail Sales Representatives active account list, the commission will be paid to the Classified Sales Representative who will process the advertisement.

If the Retail Sales Representative chooses not to perform the work to process the ad, the Classified Sales Representative will process the ad and shall receive the commission as outlined below.

This agreement shall not result in any duplication of commissions paid by the Company.

<u>Classified Ad Department</u>	
Word ads 3 - 7 days	\$0.15 each
30 day ads	\$0.55 each
Engagements or greetings	\$0.55 each
Weddings	\$1.10 each
<u>Business Directory</u>	
New word ads	\$3.10 each
New display ads	\$5.10 each
<u>All other Classified Display Ads</u>	\$7.50 each

**4. WAGES - ADVERTISING**

Classified Sales Representatives:

Rate/Week	<u>January 1, 2022</u>	<u>January 1, 2023</u>
Year 1	\$464.48	\$479.48
Year 2	493.46	508.46
Year 3	522.45	537.45
Year 4	551.44	566.44
Year 5	580.45	595.45

Traffic Clerks:

Rate/Week	<u>January 1, 2022</u>	<u>January 1, 2023</u>
Year 1	\$478.95	\$493.95
Year 2	507.94	522.94
Year 3	536.93	551.93
Year 4	565.92	580.92
Year 5	594.94	609.94

### **INSIDE SALES REPRESENTATIVE**

The Inside Sales Representative is responsible for speciality product advertising such as special sections, sustained features, business cards as determined by the Company.

Inside Sales Representatives Wage Grid:

Rate/Week	<u>January 1, 2022</u>	<u>January 1, 2023</u>
Year 1	\$451.88	\$466.88
Year 2	466.88	481.88
Year 3	483.83	498.83
Year 4	508.81	523.81
Year 5	534.05	549.05

### **Inside Sales Representative Commission Plan Structure:**

The Company shall pay ten percent (10%) of revenue on controllable local accounts.

The Company shall pay two percent (2%) of revenue on non-controllable accounts.

The commission for any speciality product advertising for controllable local accounts shall be paid to the Inside Sales Representative as follows. For any direct contact between the Inside Sales Representative and a client and processing the ads, the Company shall pay the Inside Sales Representative (10%) percent commission.

If the Retail Sales Representative also performs work on the sale for controllable local accounts, then the commission shall be divided as follows: (6%) percent to the Inside Sales Representative and (4%) percent to the Retail Sales Representative.

This agreement shall not result in any duplication of commissions paid by the Company.

**Retail Sales Representative Incentive Plan for New Business:**

The Company shall pay 15% commissions on all new business for the first 6 months. New business constitutes clients that have not run ads with the Brandon Sun over the past 12 months. After 6 months, the commission reverts to the Retail Sales Representative's controllable commission rate.

The Company retains the right to change the Retail Sales Representative Incentive Plan upon management's discretion but agrees to consult with the Union and the Retail Sales Representative.

**Brandon Sun**  
**Commission Plan Structure**

- 1) The terms and conditions of the Retail Sales Representatives Commission Plan shall be included within the current collective agreement.
- 2) The following provisions shall apply to all Retail Sales Representatives:
  - (a) There shall be no cap on any commission payouts.
  - (b) Retail Sales Representatives will have a list of protected accounts (protected list). Such accounts will only remain on the Retail Sales Representative's protected list so long as the representative is servicing and obtaining business from those accounts. In the event that an account has no regular display sales activity for a period of four (4) months then the account will come off the Retail Sales Representative's protected list and be placed in a general pool from which any Retail Sales Representative may prospect. Upon selling an advertising spot to an account the account will be placed on the Retail Sales Representative's protected list and remain on that list until lost to the pool.
    - i) Accounts that are seasonal or irregular shall be placed on a separate protected list (SI list). Such accounts will be protected for twelve (12) months from the point of the last sale. At expiry of the twelve (12) month period the account will revert to the general pool unless the Retail Sales Representative can show the Director of Advertising Sales that a sale is pending within a reasonable period as determined by the Director. In the event that a sale does not materialize as proposed then the Director may, at his/her discretion, either leave the account on the Retail Sales Representative's SI list or return it to the general pool. The Director and the Retail Sales Representatives will establish the respective SI list prior to the ratification of the agreement.
    - ii) At the commencement of this collective agreement all currently unprotected accounts will be assigned in rotation by seniority to the Retail Sales Representatives current protected list.
    - iii) Unsolicited new local controllable accounts which present active business opportunities to the Brandon Sun will be assigned in rotation by seniority to the Retail Sales Representatives. Once assigned the account will be added to the Retail Sales Representative's current protected list and remain on that list until lost to the general pool.
    - iv) Changes to a Retail Sales Representatives protected list shall not

be made by the Company arbitrarily. Accounts can be changed providing an account or accounts of equal value are exchanged except in those cases where accounts are moved at the request of the client. Any request from a client for a change in a Retail Sales Representative must be made in writing by the client. The Director of Sales and Marketing will discuss with the client the reasons for the request of change with the goal of convincing them not to change the Retail Sales Representative. The Director of Sales and Marketing shall inform the Retail Sales Representative of this client request.

Any changes made if negatively affecting that Retail Sales Representative's revenue would have that revenue removed from their budget.

- (c) A non-controllable account shall be defined as an account that the Retail Sales Representative has 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 agency (ex: chain stores).
- (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 (ex: MTS, Government of Manitoba etc.).
- (e) Errors will not be charged against advertising revenue where such errors are not the responsibility of the Retail Sales Representative.
- (f) Windfalls, one-time events or new business accounts will be categorized by agreement with management as controllable or non-controllable and compensated accordingly.
- (g) Credit status reports and revenue/lineage reports shall be supplied to Retail Sales Representatives on a bi-weekly basis.
- (h) Annual budget targets will be established and will be based on the previous year's revenue for a given month, plus a percentage for growth for the current year. These targets will be for purposes of helping the Retail Sales Representatives to focus and measure their progress and allow the Company to grow revenue.
- (i) The Company shall pay commission on any Classified Advertising revenue generated by a Retail Sales Representative and said revenue will be included the Retail Sales Representative's budget targets for the following year.
- (j) A vehicle of \$420.00 monthly shall be paid to Retail Sales Representatives effective January 1, 2022 for the duration of this agreement. This allowance

will fully compensate the Retail Sales Representatives for the use of their personal vehicle in the course of the Company business.

- (k) In the event that a Retail Sales Representative suffers a loss in revenue due to an account going out of business or lost as the result of the Company's reassignment of accounts, then the Company will remove the revenue associated with that account from the Retail Sales Representative's budget.

All current Retail Sales Representatives as of September 12, 2013 shall have their commission rates maintained for the duration of their employment with the Brandon Sun. If any current Retail Sales Representatives exercises their right to change commission plans they shall receive the new commission rates outlined below.

All Retail Sales Representatives hired on or after January 1, 2014 shall be paid in accordance with the Commission Plans as outlined below.

- (l) Commissions at the base commission rate will be payable on non-controllable accounts where the Retail Sales Representatives sell the non-controllable account local advertising, such as into special sections or special features.
  
- (m) For a Retail Sales Representative to receive commission on a non-controllable account, he/she must perform the following activities where applicable to ensure that the account is effectively and efficiently handled:
  - i) book placement of all customers' ads;
  - ii) secure and clear proofs;
  - iii) ensure the tear sheets are provided to the customer;
  - iv) resolve any problems that arise with respect to the ads placed;
  - v) verify the placement of the ad and ensure a quality check is done for the customer; and
  - vi) monitor the ad from the point it enters the operation until it has been run in the appropriate edition of the paper.
  
- (n) Retail Sales Representatives will have the option of claiming total revenue on processing contra ads; however, a Retail Sales Representative will be paid commission on contra only if the contra entered into reduces the client's normal average spending, based on the previous calendar year, and the revenue is included in the following year's target. The following are the types of contra for which Retail Sales Representative may be paid a commission:
  - i) Contra: useable goods or services with a cash value provided in exchange for advertising space; and

ii) In-Kind: space in the newspaper that the Company provides to a third party in exchange for sponsorship.

- (o) Bonus Ads: Retail Sales Representatives must request the approval of the Employer prior to making sales decisions on special promotions or bonus ads. Retail Sales Representatives will be responsible for processing the bonus ads and will be paid commission on revenue generated.

### 3) Vacation Pay:

Retail Sales Representatives and Inside Sales Representatives in the Advertising Department on the 100% Commission Plan and the 50% Commission Plan ("Sales Representatives") will be provided vacation pay in the following manner:

- (a) during the calendar year, Sales Representatives will receive their regular commission earnings;
- (b) vacation pay will be based on the greater of: (i) the commissions that became payable to the Sales Representative on his/her vacation days in that calendar year based upon the daily average of the commissions earned during the week(s) in which the vacation day(s) is (are) taken and (ii) two percent (2%) of the commissions earned by the Sales Representative in the preceding calendar year for each week of vacation to which the Sales Representative is entitled in that calendar year;
- (c) at the end of each calendar year, the Company will calculate the total amount of commissions that became payable to each Sales Representative on his/her vacation days based upon the daily average of the commissions earned during the week(s) in which the vacation day(s) is (are) taken. In the event that this amount is less than two percent (2%) of the commissions earned by the Sales Representative in the preceding calendar year for each week of vacation to which the Sales Representative is entitled in that calendar year, the difference will be paid to the Sales Representative no later than the first pay period in February;
- (d) For the purposes of the above calculations a Vacation Week begins on a Monday and ends on a Sunday.

#### 4) General Holiday Pay:

Retail Sales Representatives and Inside Sales Representatives in the Advertising Department on the 100% Commission Plan and the 50% Commission Plan ("Sales Representatives") will be provided General Holiday pay in the following manner:

(a) in respect of a General Holiday referenced in Article 36 of the Collective Agreement on which the paper is not published, the Sales Representative will be paid General Holiday pay in an amount equal to the commissions earned by the Sales Representative in the preceding calendar year divided by the total of the number of working days in that preceding calendar year less the number of non-publishing General Holidays that would otherwise be working days for the Sales Representative during that preceding calendar year. Such payment will be made in the pay period in which the General Holiday occurs, except that the payment in relation to New Year's Day will be made at the same time as the final commission payment in relation to the preceding calendar year;

(b) in respect of a General Holiday or a day taken in lieu of a General Holiday referenced in Article 36 of the Collective Agreement on which the paper is published, the Sales Representative will be paid General Holiday pay in an amount equal to the greater of: (i) commissions payable on the day of the General Holiday; and (ii) commissions earned by the Sales Representative in the preceding calendar year divided by the total of the number of working days in that preceding calendar year less the number of non-publishing General Holidays that would otherwise be working days for the Sales Representative during that preceding calendar year;

All Retail Sales Representatives will have the option of changing commission every January 1. Retail Sales Representatives will have the option of choosing between the 50% Commission Plan or the 100% Commission Plan.

#### **100% Commission and 50% Commission Plans:**

A list of controllable accounts and uncontrollable accounts will be established for each Retail Sales Representative by agreement with management.

In accordance with Article 27, this Collective Agreement is the sole instrument governing the commission plan payment agreement between the Retail Sales Representatives and the Company. All past practices, verbal, written or implied are null and void.



**50% Commission Plan**

50% commission/50% salary

50% base salary as provided for in the 50% Commission Plan Wage grid and 50% commission to be paid as follows:

- The Company shall pay five (5%) per cent of revenue on controllable local accounts;
- The Company shall pay two and one-half (2.5%) per cent of revenue on local controllable pre-prints; flyers;
- The Company shall pay one (1%) per cent of revenue on non controllable accounts.

50% Commission Plan Wage Grid:

Rate/Week	<u>January 1, 2022</u>	<u>January 1, 2023</u>
Year 1	\$290.41	\$305.41
Year 2	312.21	327.21
Year 3	333.96	348.96
Year 4	355.71	370.71
Year 5	377.47	392.47

**100% Commission Plan**

There shall be no base salary.

Commission shall be paid as follows:

- The Company shall pay ten (10%) per cent of revenue on controllable local accounts;
- The Company shall pay five (5%) per cent of revenue on local controllable pre-prints; flyers;
- The Company shall pay two (2%) per cent of revenue on non controllable accounts.

**Commissions on Distribution and Print Contracts**

The Company will pay a commission of five (5) percent to a Retail Sales Representative when they sell a distribution or printing contract for the Company.

## CIRCULATION UNIQUE CLAUSES

### 1. HOURS OF WORK

- (a) The regular workweek will comprise thirty-seven and one-half (37.5) hours, consisting of five (5) days of seven and one-half (7.5) hours each consecutive, exclusive of lunch.

The Union recognizes that changes in shifts and hours of work may be necessary for the requirements and efficiency of operations. The Company will consult with the Union before implementing changes in shift schedules which result in the workweek being other than five (5) days and the daily standard hours of work being in excess of seven and one-half (7.5) hours consecutive, exclusive of lunch, in one (1) day and will give careful consideration to any recommendations which the Union may have with respect to the implementation of such changes provided, however, that if the Union does not agree with the implementation of such changes, a grievance may be filed in accordance with Article 9 and failing settlement, the matter may be referred to arbitration in accordance with Article 9.

- (b) The regular day shift hours are from 7 a.m. to 6 p.m. If any portion of an assigned shift falls outside these hours, the employee shall be paid a differential of:

January 1, 2022	-	\$2.52 per hour
January 1, 2023	-	\$2.52 per hour

- (c) When an employee is required to work on a day off or a night off, which is a sixth or seventh shift that week, that employee shall be paid at the overtime rate.
- (d) An employee working an overtime shift shall be paid one and one-half times the regular rate.
- (e) The Company shall endeavour to give employees two consecutive days off within the workweek. The second day is to be considered as the Sunday and Sunday premiums shall apply.
- (f) Overtime shall be paid at one and one-half (1.5) times the employee's wage for all hours worked in excess of the daily standard hours of work established by the Company in accordance with Article 1(a).
- (g) Compensatory time off in lieu of overtime pay may be elected by the employee, up to a maximum of ten days. Scheduling of time off is in accordance with *The Employment Standards Code (Manitoba)*.
- (h) Employees called back after having left the office shall be paid \$3 for such call-back and overtime rates for all time worked after such a call-back.

- (i) All employees are entitled to a minimum of one-half hour lunch period, with no pay, no later than five (5) hours after the start of their shift.

## **2. SCHEDULES**

Regular work schedules shall be posted one week in advance.

## **3. MISCELLANEOUS**

All legitimate expenses incurred in the service of the Company will be reimbursed by the Company.

## **4. TEMPORARY AND PART-TIME EMPLOYEES**

- (a) A part time employee is one who is hired to work regularly less than the standard work week provided for in this Agreement.
- (b) A temporary employee is one employed for a special project or for a specified time, in either case not to exceed four months.

A temporary employee may be employed in excess of four (4) months when replacing an employee on approved leave of absence that exceeds four (4) months.

- (c) Part-time and temporary employees shall be paid on a hourly basis equivalent to the weekly salary provided for their classification and their experience, and shall advance in the schedule of minimum salaries according to the active hours worked.
- (d) In the event of part-time or temporary employee becoming a full-time employee, his seniority shall be calculated on the basis of his hours worked.
- (e) Employees who have worked a minimum of 1,200 hours in the preceding calendar year will be covered under the following articles of the contract:

- (i) paid general holidays;
- (ii) call-back;
- (iii) bereavement leave;
- (iv) sick leave;
- (v) extended health;
- (vi) vision care;
- (vii) dental

However, once an employee has achieved 5,000 hours, the employee must work at least 800 hours in the current calendar year to retain the above benefits for the

following calendar year.

**5. WAGES - CIRCULATION**

District Representatives

Rate/Week	<u>January 1, 2022</u>	<u>January 1, 2023</u>
Year 1	\$493.18	\$508.18
Year 2	531.98	546.98
Year 3	570.46	585.46
Year 4	609.11	624.11
Year 5	647.71	662.71

Clerks:

Rate/Week	<u>January 1, 2022</u>	<u>January 1, 2023</u>
Year 1	\$464.47	\$479.47
Year 2	493.46	508.46
Year 3	522.45	537.45
Year 4	551.44	566.44
Year 5	580.45	595.45

Drivers:

Rate/Week	<u>January 1, 2022</u>	<u>January 1, 2023</u>
	\$12.38/hr	\$12.78

Warehouse Worker:

Rate/Week	<u>January 1, 2022</u>	<u>January 1, 2023</u>
	\$12.38/hr	\$12.78

## EDITORIAL UNIQUE CLAUSES

### 1. HOURS OF WORK AND OVERTIME

- (a) The regular workweek will comprise thirty-seven and one-half (37.5) hours, consisting of five (5) days of seven and one-half (7.5) hours each consecutive, exclusive of lunch.

The Union recognizes that changes in shifts and hours of work may be necessary for the requirements and efficiency of operations. The Company will consult with the Union before implementing changes in shift schedules which result in the workweek being other than five (5) days and the daily standard hours of work being in excess of seven and one-half (7.5) hours consecutive, exclusive of lunch, in one (1) day and will give careful consideration to any recommendations which the Union may have with respect to the implementation of such changes provided, however, that if the Union does not agree with the implementation of such changes, a grievance may be filed in accordance with Article 9 and failing settlement, the matter may be referred to arbitration in accordance with Article 9.

- (b) The regular day shift hours are from 7 a.m. to 6 p.m. If any portion of an assigned shift falls outside these hours, the employee shall be paid a differential of:

January 1, 2022	-	\$2.52 per hour
January 1, 2023	-	\$2.52 per hour

- (c) Anyone scheduled to work regular shifts beginning and ending between the hours of 6 p.m. and 7 a.m. will be paid at the rate specified for a 35-hour workweek (seven-hour shifts).
- (d) When an employee is required to work on a day off or a night off, which is a sixth or seventh shift in that week, that employee shall be paid at the overtime rate.
- (e) The Company shall endeavour to give employees two consecutive days off within the workweek. The second day is to be considered as the Sunday and overtime premiums shall apply.
- (f) Overtime shall be paid at one and one-half (1.5) times the employee's wage for the first three (3) hours worked in excess of the daily standard hours of work established by the Company in accordance with Article 1(a) and double the employee's wage for all subsequent hours worked.
- (g) Where less than nine hours have elapsed between an employee's assigned shifts, the second shift shall be paid a differential of 10 per cent above regular rates for all hours worked.

- (h) Compensatory time off in lieu of overtime pay may be elected by the employee, up to a maximum of ten days. Scheduling of time off is in accordance with *The Employment Standards Code (Manitoba)*.
- (i) Employees called back after having left the office shall be paid \$3.00 for such call-back and overtime rates for all time worked after such call-back.

## **2. FREELANCING**

Editorial employees shall first offer any freelance work to the Company and allow three days for consideration of the work. Company facilities and equipment are not to be used in connection with freelance work.

## **3. ASSIGNMENTS**

- (a) The Company shall make all reasonable efforts to assign reporters to the beats of their preference.
- (b) Regular work schedules shall be posted one week in advance.
- (c) The Company shall notify employees of all long-term shift or beat changes, transfers and other changes in job situation at least one week in advance, or less with the employee's approval.
- (d) When filling a beat or position within the Company, the Company shall post notice of the vacancy at least seven (7) calendar days before it is filled and give applying employees first consideration when hiring for that position.

Job postings in a department shall be mailed out to the last known address/email address of a laid-off employee from that department up until the recall rights expire.

- (e) When required, a notice will be posted seeking volunteers for weekend and/or holiday work. If an insufficient number of employees volunteer to meet what is regarded by management as its requirements, weekend and holiday work will be shared as equitably as possible using a rotation system by Editorial Department reporter/photographers. Those on sports beats will work weekends and holidays as required.

## **4. TEMPORARY AND PART-TIME EMPLOYEES**

- (a) A part time employee is one who is hired to work regularly less than the standard work week provided for in this Agreement.

- (b) A temporary employee is one employed for a special project or for a specified time, in either case not to exceed four months.

A temporary employee may be employed in excess of four (4) months when replacing an employee on approved leave of absence that exceeds four (4) months.

- (c) Part-time and temporary employees shall be paid on a hourly basis equivalent to the weekly salary provided for their classifications and their experience, and shall advance in the schedule of minimum salaries according to the active hours worked.
- (d) In the event of a part-time or temporary employee becoming a full-time employee, his seniority shall be calculated on the basis of his hours worked.
- (e) Employees who have worked a minimum of 1,200 hours in the preceding calendar year will be covered under the following articles of the contract:

- (i) paid general holidays;
- (ii) call-back;
- (iii) bereavement leave;
- (iv) sick leave.;
- (v) extended health;
- (vi) vision care;
- (vii) dental

However, once an employee has achieved 5,000 hours, the employee must work at least 800 hours in the current calendar year to retain the above benefits for the following calendar year.

## **5. MISCELLANEOUS**

- (a) All legitimate expenses incurred in the service of the Company will be reimbursed by the Company. Where proven unavoidable, parking tickets will be considered a legitimate expense when brought to the Company's attention within twenty-four hours.
- (b) An employee's byline or photo credit shall not be used over his protest, but shall not be unreasonable withheld. Whenever substantive changes are made in a reporter's story or a photographer's photo, an effort will be made to discuss the changes before publication or the byline or credit line will be removed.
- (c) The Company will not publish a correction, apology, or letter referring to an employee's work until every reasonable effort has been made to discuss the matter with the employee.
- (d) Freelancers shall not be used when such use would result in the loss of situation

to a full-time employee.

- (e) The Company agrees to make every reasonable effort to upgrade the professional skills of employees.
- (f) The Company will not assign reporters or editors to photography assignments unless mutually agreed to. The Company will not assign photographers to writing assignments.
- (g) For all purposes, all reporters, photographers and reporter/photographers are deemed to be in the same classification.
- (h) Where an employee receives the Company's permission to use their own vehicle in the service of the Company, the Company shall compensate for such usage upon submission of expense forms which detail, in the prescribed form, the kilometres travelled in the service of the Company. The Company shall not compensate for travel between the employee's residence and the Brandon Sun building. Effective the date of ratification of this Agreement, the kilometre allowance shall be \$0.403 per kilometre and the price per litre of gasoline shall be assumed to be \$1.299 for the current quarter. At the beginning of each quarter, the price of gasoline in Brandon will be determined from the Weekly Pump Price Survey from Kalibrate (<https://charting.kalibrate.com/>) and where the price of gasoline exceeds \$1.299 per litre, the kilometre allowance shall be increased by \$0.004 per kilometre for every \$0.02 per litre that the price of gasoline has increased and where the price of gasoline decreases, the kilometre allowance shall be decreased by \$0.004 per kilometre for every \$0.02 per litre that the price of gasoline has decreased, except that the kilometre allowance shall not be less than \$0.403 per kilometre.

The parties agree that Company vehicles shall no longer be provided when the current vehicles cease to be serviceable. The Company agrees that for the life of this agreement it will transfer surplus vehicles from the Winnipeg Free Press to the Brandon Sun. The Union agrees that all hires in Editorial effective the date of ratification will be required to provide a vehicle, notwithstanding Article 43.

At such time when the Company can no longer provide vehicles, the Company agrees to open up negotiations with the Union on a new mileage allowance.

Employees who use their own vehicle shall be issued a T-2200 for vehicle and other related employment expenses.

- (i) The Company intends to continue the current practice of the four-shift week in the Editorial department.



## 6. PHOTOGRAPHIC EQUIPMENT

- (a) Photographic equipment will be supplied by the Company.
- (b) The Company is not barred from hiring news photographers on a free-lance basis for other departments. News photographers performing free-lance work for the Company will be allowed to use Company equipment.

## 7. WAGES - EDITORIAL

Reporter, Photographer, Reporter/Photographer:

Rate/Week	<u>January 1, 2022</u>	<u>January 1, 2023</u>
Year 1	\$660.07	\$675.07
Year 2	742.98	757.98
Year 3	825.95	840.95
Year 4	908.89	923.89
Year 5	1,010.22	1,025.22

Copy Editors:

Rate/Week	<u>January 1, 2022</u>	<u>January 1, 2023</u>
Year 1	\$714.16	\$729.16
Year 2	797.07	812.07
Year 3	880.06	895.06
Year 4	962.99	977.99
Year 5	1,064.33	1,079.33

Editorial Assistant:

Rate/Week	<u>January 1, 2022</u>	<u>January 1, 2023</u>
Year 1	\$465.52	\$480.52
Year 2	513.46	528.46
Year 3	570.90	585.90
Year 4	628.44	643.44

Page Assembler:

Rate/Week	<u>January 1, 2022</u>	<u>January 1, 2023</u>
Year 1	\$567.33	\$582.33
Year 2	640.68	655.68
Year 3	724.36	739.36
Year 4	806.57	821.57
Year 5	904.83	919.83

## CREATIVE SERVICES DEPARTMENT

### 1. HOURS OF WORK

- a) The regular workweek will comprise thirty-seven and one-half (37.5) hours, consisting of five (5) days of seven and one-half (7.5) hours each consecutive, exclusive of lunch.

The Union recognizes that changes in shifts and hours of work may be necessary for the requirements and efficiency of operations. The Company will consult with the Union before implementing changes in shift schedules which result in the workweek being other than five (5) days and the daily standard hours of work being in excess of seven and one-half (7.5) hours consecutive, exclusive of lunch, in one (1) day and will give careful consideration to any recommendations which the Union may have with respect to the implementation of such changes provided, however, that if the Union does not agree with the implementation of such changes, a grievance may be filed in accordance with Article 9 and failing settlement, the matter may be referred to arbitration in accordance with Article 9.

- b) The regular day shift hours are from 7 a.m. to 6 p.m. If any portion of an assigned shift falls outside these hours, the employee shall be paid a differential of:

January 1, 2022	-	\$2.52 per hour
January 1, 2023	-	\$2.52 per hour

- c) When an employee is required to work on a day off or a night off, which is a sixth or seventh shift that week, that employee shall be paid at the overtime rate.
- d) An employee working on an overtime shift shall be paid one and one-half (1.5) times their regular rate.
- e) The Company shall endeavor to give employees two consecutive days off within the workweek. The second day is to be considered as the Sunday and Sunday premiums shall apply.
- f) Overtime shall be paid at one and one-half (1.5) times the employee's wage for all hours worked in excess of the daily standard hours of work established by the Company in accordance with Article 1(a).
- g) Compensatory time off in lieu of overtime pay may be elected by the employee, up to a maximum of ten days. Scheduling of time off is in accordance with The Employment Standards Code (Manitoba).

- h) Employees called back after having left the office shall be paid \$3 for such call-back and overtime rates for all time worked after such a call-back.
- i) All employees are entitled to a minimum of one-half hour lunch period, with no pay, no later than five (5) hours after the start of their shift.

## **2. SCHEDULES**

Regular work schedules shall be posted one week in advance. Shifts shall be chosen by seniority.

## **3. MISCELLANEOUS**

- a) All legitimate expenses incurred in the service of the Company will be reimbursed by the Company.

## **4. TEMPORARY AND PART-TIME EMPLOYEES**

- a) A part time employee is one who is hired to work regularly less than the standard work week provided for in this Agreement.
- b) A temporary employee is one employed for a special project or for a specified time, in either case not to exceed four months. A temporary employee may be employed in excess of four (4) months when replacing an employee on approved leave of absence that exceeds four (4) months.
- c) Part-time and temporary employees shall be paid on a hourly basis equivalent to the weekly salary provided for their classification and their experience, and shall advance in the schedule of minimum salaries according to the active hours worked.
- d) In the event of a part-time or temporary employee becoming a full-time employee her/his seniority shall be calculated on the basis of his/hours worked.
- e) Employees who have worked a minimum of 1,200 hours in the preceding calendar year will be covered under the following articles of the contract:
  - (i) paid general holidays;
  - (ii) call-back;
  - (iii) bereavement leave
  - (iv) sick leave
  - (v) extended health
  - (vi) vision care
  - (vii) dental

However, once an employee has achieved 5,000 hours, the employee must work at least 800 hours in the current calendar year to retain the above benefits for the following calendar year.

## 5. WAGES – CREATIVE SERVICES

Graphic Artists:

Rate/Week	<u>January 1, 2022</u>	<u>January 1, 2023</u>
Year 1	\$541.06	\$556.06
Year 2	587.83	602.83
Year 3	634.59	649.59
Year 4	675.50	690.50
Year 5	716.42	731.42

The above agreement was entered into on the 7<sup>th</sup> day of April, 2022.

**FOR THE COMPANY**

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*Lawson*  
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**FOR THE UNION**

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