

**COLLECTIVE AGREEMENT**

*between*

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

*and*

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

**(Business Office Unit)**

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

**ARTICLE 1 COVERAGE**

This Agreement covers all employees of the Employer in the Business Department in the Province of Ontario, save and except the On-Line Administrator, Credit Manager, Director of Finance, Accounting Manager, Financial Analyst, Controller, Secretary to the Controller, Secretary to the Director of Finance, Payroll Coordinator, Business Manager and Business Office Supervisor.

**ARTICLE 2. CAW MEMBERSHIP/UNION SECURITY**

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

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

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

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

**Part-Time Employees:**

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

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

**2.2.** A new employee shall be advised of the name and location of his/her union representative. Whenever the union representative is employed in the same work area as the new employee, the Employer will introduce him/her to his/her union representative who will provide the employee with a copy of the collective agreement. The Employer agrees that a Union representative will be given an

opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes some time during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

### **ARTICLE 3. DUES DEDUCTION**

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

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

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

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

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

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

The Employer recognizes that time may be required during working hours by CAW representatives to carry out the provisions of this Agreement. In this respect, the Employer agrees not to discriminate against or discipline the representatives so appointed for actions taken by them in carrying out these provisions provided prior notification is given to the supervisor(s) of the affected department(s) and so long as such actions do not unnecessarily interfere with the performance of their duties as employees.

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

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

### **ARTICLE 4. PROMOTIONS AND TRANSFERS**

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

**4.1a)** Copies shall also be sent to bureau personnel and other employees not reporting to the Windsor office on a regular basis. Employees shall have seven (7) calendar days to apply for the position before the Employer advertises for candidates or permanently fills the position. Employees wishing to apply for such vacancies must do so in writing within seven (7) calendar days of the posting date. All such candidates shall be interviewed and given full consideration for the vacancy. The Employer shall make every reasonable effort to notify all candidates in writing of the final decision before a general announcement is made. An employee, upon request, will be given the opportunity to discuss with his/her department head why his/her application for a vacancy was declined.

4.1b) Employees who wish to be considered for vacancies in specific classifications or for promotion or transfer may file standing applications with the Human Resources Department and their departmental manager.

4.1c) The Employer shall give full consideration as provided in sections above to all part-time employees applying for full-time vacancies.

4.2a) Age, sex, sexual preference, race, creed, colour, national origin, marital or family status, political beliefs, or handicap have never been considerations for employment with the Employer, and the Employer agrees that this policy shall continue.

4.2b) The Employer reaffirms its position as an equal opportunity employer. A statement to this effect shall be included on all job opportunity notices both internal and external.

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

4.4. It is understood that, under normal circumstances, hires or transfers to or from a satellite office shall be reviewed every two (2) years. If the employee requests a transfer at this time, volunteers will be sought to fill the position, from the applicable job classification. Further reviews shall take place every six (6) months thereafter. Such review shall include a discussion of the employee's prospects of transferring to the Windsor office and, when requested, a written summary of the discussion shall be provided to the employee.

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

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

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

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

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

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

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

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

#### **ARTICLE 5. NO STRIKE, NO LOCKOUT**

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

#### **ARTICLE 6. INFORMATION**

6.1. Upon request, the Employer shall supply the CAW with a list containing the following information for all employees covered by this Agreement:

- (a) name, sex,
- (b) date of hire,
- (c) classification,
- (d) experience rating and experience anniversary date;
- (e) salary, including merit pay.

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

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

#### **ARTICLE 7. GRIEVANCE PROCEDURE**

7.1. The CAW shall designate a committee of not more than four (4) people, of its own choosing, including not more than two (2) employees, to take up with the Employer any matter arising from the interpretation, application, administration or alleged violation of this Agreement.

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 8. JOB SECURITY**

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

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

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

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

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

8.6. There shall be no dismissals or other discrimination against an employee because of membership or activity in the CAW, nor because of age, sex, race,

creed, colour, national origin, marital or family status, sexual or affectional preference, political belief, or irrelevant mental or physical handicaps.

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

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

**8.8a)** The Employer shall immediately notify the CAW of the proposed staff reduction, advising it of the job titles, number of employees who could possibly be affected and an explanation of the need for the possible staff reduction;

**8.8b)** The CAW and the Employer shall immediately enter into discussions. The CAW shall have twenty-one (21) days in which to present the Employer with recommendations on how to obviate or alleviate such layoffs;

**8.8c)** The Employer shall seriously evaluate and consider all recommendations made by the CAW before making a final decision;

**8.8d)** No layoff notice(s) shall be given to employee(s) during the aforementioned twenty-one (21) day period.

**8.9.** Employees to be laid off shall receive three (3) weeks written notice after the end of the discussion period outlined in Section 9 of this Article. During this time, the Employer shall accept voluntary resignations from employees. The number of employees to be laid off shall be reduced to the extent that the payroll savings have been achieved by voluntary resignations.

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

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

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

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

**8.13a).** An employee laid off may elect to bump within his/her department into a lower classification in which he/she has worked, or is qualified to perform, or to a classification in which the employee has proven competence, provided that the employee's total Company seniority is greater than that of the employee whose position is being claimed. An employee thus displaced may similarly elect to bump or the employee may elect to take severance pay provided by Article 9. An employee who bumps into a lower classification shall be paid the top minimum for that classification plus whatever dollar differential above the minimum the employee enjoyed in his/her previous classification.

**8.13b)** An employee laid-off who cannot bump within his/her current bargaining unit may elect to bump into a lower or lateral classification of another CAW bargaining unit provided that he/she has greater company seniority than the person he/she is displacing. The employee will be allowed to bump if, in the sole judgment of the Employer, he/she is qualified and has proven competence to perform the work involved. Such employee who bumps into another bargaining unit shall be given a four (4) week trial period to demonstrate his/her competence or determine his/her own unsuitability for the new classification. Should the Employer deem the employee's performance over such trial period not to be in the best interest of its operation or should the new classification be deemed unsuitable by the incumbent, the employee will be laid-off.

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

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

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

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

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

**8.18a)** The CAW shall be given at least three (3) months notice of intent to introduce new or modified equipment, machines, apparatus, or processes which would result in a reduction of staff, involve the retraining of employees, create a new job classification, or alter the content of an existing job classification. No employee on staff as of January 1, 1990, shall lose employment as a result of the introduction of new or modified equipment, machines, apparatus or processes and the Employer further agrees to effect, by attrition, any reduction in staff resulting from said introduction. An employee so displaced shall be retrained at the expense and on the time of the Employer and shall continue in the employ of the Employer at no reduction in salary or impairment of benefits. The Employer undertakes to make every effort to provide the displaced employee with a comparable position.

**8.18b)** All employees required to work on or with new or modified equipment, machines, apparatus, or processes, shall be trained on the time and at the expense of the Employer.

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

## **ARTICLE 9. SEVERANCE PAY**

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

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

#### **ARTICLE 10. HOURS AND OVERTIME**

**10.1a)** The work week shall be five (5) days of seven and one-half (7 1/2) hours each falling within eight and one-half (8 1/2) consecutive hours.

**10.1b)** Every effort shall be made to grant employees consecutive days off. Employees requesting a switch of days off shall give the Employer forty-eight (48) hours notice of such a request. Such requests shall not be unreasonably refused.

**10.1c)** If the Employer deems it necessary to change regular starting times of employees in the bargaining unit (other than a temporary change which shall not be for longer than one week), the Employer shall notify the CAW and the employees concerned to advise them of the contemplated change. The Employer shall give serious consideration to all suggestions made by the CAW and/or employees with regard to proposed changes in starting times.

**10.1d)** Lunch periods for employees shall be designated by the Employer. Such lunch periods shall not start earlier than two (2) hours after the commencement of a shift, nor later than five (5) hours from the commencement of a shift. Requests to change the lunch period shall not be unreasonably refused.

**10.1e)** Shifts for part-time employees shall be a minimum of three (3) hours each. When a shift for a part-time employee is five (5) hours or more, a thirty (30) minute lunch/dinner break shall be provided. The Employer undertakes not to hire an additional part-time employee solely for the purpose of reducing the hours of other part-time employees. When the Employer increases the number of hours worked by part-time employees in any classification, wherever possible or practical, such additional hours shall be divided equally between all part-time employees in the classification.

**10.2a)** The Employer shall compensate employees for all authorized overtime worked at the rate of time and one-half their regular straight time hourly rate for the first three (3) hours. Overtime which exceeds three (3) hours before and/or after a regular shift will be compensated at double the regular straight time hourly rate. All authorized overtime shall be hired using appropriate documentation by the supervisor wherever possible at the time of hire and no later than the start of the next regular shift. All authorized overtime documentation shall be handed in by the employee to the appropriate supervisor no later than one (1) week from the overtime hiring.

**10.2b)** Sixth and seventh shifts shall be compensated at time and one-half of the regular straight time rate, regardless of the work week. If an employee works beyond seven and one-half (7 1/2) hours on a sixth or seventh shift, he/she will be compensated at double the regular straight time hourly rate. No employee shall work in excess of six consecutive shifts unless the employee and the CAW consent in writing.

**10.2c)** An employee shall not be required to work overtime if another qualified employee is willing and available to handle the work assignment.

**10.2d)** Overtime shall be defined as work authorized beyond the number of hours in the work day, or 37 1/2 hours in the work week. It is understood that part-time

employees shall receive the overtime rate for all work in excess of seven and one-half (7 1/2) hours a day or 37 1/2 hours a week.

**10.2e)** Employees required to work overtime may elect to take time off in lieu of pay. Such time may be "banked" to a maximum of eighty (80) hours. Any overtime in excess of eighty (80) hours shall be paid. Up to sixty (60) hours of such banked time shall be scheduled at a mutually convenient time, whereas any banked hours in excess of sixty (60) shall be scheduled at a time of the Employer's election to avoid interference with the operation of the department.

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

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

**ARTICLE 11. STATUTORY HOLIDAYS**

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

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

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

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

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

**ARTICLE 12. VACATIONS**

**12.1a)** Employees who have completed the specified period of service by April 30 of each year shall receive annual vacation pay on the following basis:

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

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

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

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

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

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

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

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

**12.1b)** In addition to the above, employees who will complete the specified period of continuous service by December 31 of that year, shall be granted vacation with pay on the above basis. However, if the employee leaves the service of the Company before his/her anniversary date, he/she will be entitled only to the vacation pay as outlined in (a) above. Further, if the employee has had more than the specified number of weeks of vacation to which he/she is entitled at the date of separation, that employee's final cheque shall be adjusted by deducting any vacation pay to which he/she is not entitled and adding accrual to which he/she is entitled.

**12.1c)** Regular full-time employees who have completed thirty (30) years of continuous service with The Windsor Star shall be entitled to two (2) days off with pay each year, commencing with the year following the employee's thirtieth (30th) anniversary. Such time off shall be taken at a mutually agreeable time.

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

**12.1d)** Any full-time employee who attains sixty (60) years of age and has completed twenty (20) years continuous service with The Windsor Star prior to December 31, 2010, and who retires prior to December 31, 2010, shall receive at retirement, in addition to all other monies due to him at that date, five (5) weeks pay at his straight time weekly rate.

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

Any full-time employee who attains sixty-two (62) years of age and has completed eighteen (18) years continuous service with The Windsor Star prior to December

31, 2010, and who retires prior to December 31, 2010, shall receive at retirement, in addition to all other monies due to him at that date, three (3) weeks pay at his/her straight time weekly rate.

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

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

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

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

**12.4.** An employee whose vacation time includes a holiday shall receive an additional day off on a day mutually acceptable to the Employer and the employee. The days off of each employee in the week preceding the vacation and the last week of the vacation itself shall immediately precede and follow the employee's vacation.

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

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

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

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

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

#### **ARTICLE 13. BENEFITS AND SICK LEAVE**

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

**13.1a)** for each occurrence, employees shall receive their regular straight time daily rate for each working day absent because of such illness;

**13.1b)** employees shall be paid sick benefits up to a maximum of twenty-six (26) weeks, subject to the conditions contained in this Article;

**13.1c)** in cases covered by the Workplace Safety & Insurance Act, the Employer will pay the difference between WCB benefits and regular straight time;

**13.1d)** no sick benefits will be paid for scheduled days off, vacations, and statutory holidays;

**13.1e)** the Employer will advance employees sick pay in the event of an accident involving third parties. When damages and/or loss of pay are recovered from third parties, the employee shall reimburse the Employer sick pay advanced. In no event shall the total monies received by the employee be less after such reimbursement than the employee's regular weekly salary;

**13.1f)** no sick benefits will be paid for illness resulting from alcoholism or drug addiction if treatment is refused;

**13.1g)** the Employer has the right to obtain independent medical advice at any time and payment of sick benefits shall be subject to such independent medical advice. Any employee who fails to submit to an independent medical check, when requested by the Employer, shall receive no sick benefits for that specific occurrence;

**13.1h)** the Employer reserves the right to require medical evidence satisfactory to the Employer for the purpose of verification of absence due to sickness or disability or for the purpose of determining the fitness or non-fitness to work.

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

**13.3a)** The Employer shall pay the full cost of the Extended Health Care Plan as presently in effect for all full-time employees and their eligible dependents;

**13.3b)** The Employer shall provide a Dental Plan, covering basic preventative and major restorative and orthodontic dental procedures for all full-time employees and their eligible dependents. The monthly premium shall be shared 55% Employer, 45% employee.

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

**13.4.** Part-time employees are entitled to the following benefits, after satisfying the three-month qualifying period, on a pro rata basis: Dental, Extended Health Care, and \$8,500 Life Insurance.

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

#### **ARTICLE 14. LEAVES OF ABSENCE**

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

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

**14.3.** A leave of absence without pay shall, upon three weeks' written notice wherever practical for leaves of not more than three (3) days and one month's written notice wherever practical for longer leaves, be granted to an employee elected or appointed delegate to a convention of the CAW, CLC, OFL or any affiliated organization, or to a special meeting called by the CAW or affiliated organization. No more than nine (9) employees, with no more than one (1) from the business office and two (2) from the Reader Sales and Service Department or three (3) from the Editorial Department and three (3) from the Advertising Department need be granted such leaves at one time

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

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

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

#### **ARTICLE 15. MILITARY SERVICE**

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

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

**15.3.** If an employee, upon return from such service, is found to be incapacitated to the extent that the employee is unable to resume his/her former employment, the Employer shall make every effort to place the employee in other acceptable employment with the Employer and shall consult with the CAW thereon. If such other employment is not found, the employee shall receive severance pay.

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

#### **ARTICLE 16. PART-TIME AND TEMPORARY EMPLOYEES**

**16.1.** A part-time employee is one who is hired to work regularly twenty-four (24) hours per week or less. Except as expressly provided in the circumstances

described in Article 16 (3) hereunder, a temporary employee is one employed for a special project or a specified time, in either case, not to exceed three (3) months except by mutual agreement, or in the case of students, the academic vacation period, or for a specified leave of absence. The Employer shall notify the employee and the CAW of the nature and anticipated duration of all temporary employment.

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

**16.3.** Notwithstanding Article 16 (1) above, temporary employees may be employed to replace regular employees who are absent due to illness, injury, maternity or other leave of absence to a maximum of twelve (12) months. The period of employment of the temporary employee will cease when the regular employee on leave returns to work or when the regular employee on leave informs the Company and the CAW in writing that he/she will not be returning to work. In any event, temporary employees hired pursuant to this Article 16 (3) shall not be employed for more than twelve (12) months except by mutual agreement in writing.

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

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

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

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

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

#### **ARTICLE 17. GENERAL WAGE PROVISIONS/MINIMUM SALARIES**

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

An employee shall be classified as to job title and experience rating at the time of employment, transfer or promotion and the CAW notified in accordance with the provisions of Article 6, Information.

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

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

**17.2.** Should the Employer create a new job or substantially alter the content of an existing job, it shall furnish the CAW with a proposed job description and the parties shall negotiate a new minimum. If agreement on a minimum cannot be reached, the matter may be submitted to final and binding arbitration by either party under the provisions of Article 7, Grievance Procedure.

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

17.4. There shall be no reduction in salaries except as provided in Article 4, Promotions and Transfers and Article 8, Job Security, or by mutual agreement between the employee and the Employer. In the case of a disciplinary demotion for just cause, an employee's salary shall not be reduced, but the employee need not receive wage increases until such time as the rate in the in the lower classification catches up to the rate earned by the demoted employee. The term "salaries" means all forms of compensation except merit pay.

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

17.6a) Effective immediately, upon ratification of this Agreement, an employee, any portion of whose scheduled shift falls between 7 p.m. and 7 a.m., shall receive a shift differential of \$14.50 per shift.

17.6b) All shift differentials shall be in addition to the employee's regular salary. Part-time employees shall be paid differentials on a pro-rata basis.

17.6c) Any employee who works a shift beginning less than 18 hours following the start of his/her previous shift shall receive \$20.00 in addition to all other monies due him/her for the day. Part-time employees shall be paid the above differential on a pro-rata basis.

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

#### **MINIMUM SALARIES**

Effective on the following date(s) specified:

	Jan. 1, 2008	Jan. 1, 2009	Jan. 1, 2010
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Group 1: Accounting Clerk

To Start:	\$ 756.44	\$ 764.00	\$ 775.46
After 1 yr.:	\$ 815.44	\$ 823.60	\$ 835.95
After 2 yrs.:	\$ 903.93	\$ 912.97	\$ 926.66
After 3 yrs.:	\$1,005.26	\$1,015.32	\$1,030.55

#### **ARTICLE 18. EXPENSES**

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

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

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

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

18.4. An employee required to work two (2) or more hours of overtime, before or after a shift, shall receive a meal allowance of up to \$10 upon submission of a receipt.

18.5. Employees who use their automobiles on Company business will be reimbursed an additional one cent per kilometer over the amount outlined in Article 18, Section 3, to cover business insurance.

**ARTICLE 19 HEALTH AND SAFETY:**

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

19.2a) The Company and the Union agree to maintain the established Joint Health and Safety Committee in accordance with the Occupational Health and Safety Act. The Union representation of the Committee shall be four (4) members chosen by the Union. An equal number of representatives shall be designated by the Employer. Committee meetings will be co-chaired by one representative from the employer and one representative from the union. The co-chairs will alternate the chairing of each meeting.

19.2b) The Joint Health and Safety Committee shall be empowered to investigate working conditions as they affect the health and safety of employees covered by this agreement and recommend to the Employer corrective measures where required. The Company shall take into consideration any and all recommendations of the committee.

19.2c) The Committee shall meet monthly on company time unless otherwise agreed by both the Employer and the Union and shall report its findings to the Union and the Employer. Minutes of every meeting and audit sheets shall be posted on the Employer's designated Health and Safety Board accessible to all employees.

19.2d) A Union Committee member, accompanied by an Employer Committee member shall conduct monthly inspections of the workplace. Further they will receive and make note of recommendations from the workforce with respect to health and safety matters and recommend implementation where warranted. The committee members will also receive, prior to the monthly inspection, monthly accident investigation reports.

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

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

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

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

**19.7a)** The Company recognizes an employee's right to refuse or to stop work under circumstances defined in the Act. The Company shall ensure that signs are posted in the workplace advising them of this right.

**19.7b)** If an employee exercises this right he/she shall promptly report the circumstances of the refusal to the Employer or supervisor who shall investigate the report along with a member of the Joint Health and Safety Committee. The worker shall participate in the investigation of the alleged hazard.

**19.7c)** If, following the investigation, there is disagreement as to whether hazardous circumstances exist, either party may request an inspector be notified.

**19.7d)** No employee shall be discharged, disciplined, penalized, coerced or intimidated for exercising their right to refuse or stop work where their health or safety is in danger.

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

**19.9. Ergonomics:**

**19.9a)** The Company will ensure that the committee is trained in a course or courses to be determined by the committee to enable them to address ergonomic needs on a priority basis and work towards improving the workplace, work station, or tool to fit the worker.

**19.9b)** Where an ergonomic concern is beyond the scope of the committee, the company shall hire a consultant recommended by the committee.

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

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

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

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

The Company, the Union and the employee will review the completed FAF to develop an individual plan including a transitional return to work program. The parties will assess whether the employee can perform the essential duties of his/her pre-injury occupation, or, alternatively, identify potential suitable and available

work in which the employee can participate. The employee will advise the Company if the injury will require ongoing offsite medical attention and/or further medical evaluations, including the anticipated schedule. A definitive recovery time line should be established during this process.

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

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

#### **19.11. Accident Investigations:**

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

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

### **ARTICLE 20. GENERAL PROVISIONS**

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

**20.2.** The Employer shall provide to the CAW one (1) bulletin board in the Business Office to be used solely for CAW business.

**20.3.** On request, employees shall be excused from work during voting hours to enable the employees time to vote in accordance with applicable legislation. Such requests must be submitted two (2) days in advance of voting day.

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

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

**20.6.** The Employer shall release from work up to two (2) employees, designated by the CAW, to attend negotiating meetings. The times of such meetings must be scheduled so as to avoid an unnecessary disruption of the operation of the departments.

### **ARTICLE 21. BEREAVEMENT LEAVE, MATERNITY LEAVE, JURY DUTY**

**21.1a)** Employees who have a death in the immediate family, upon notification to the Employer, shall be allowed time off from scheduled working days to attend the funeral during the time commencing with the day of the death and ending with the day of the funeral. If conditions warrant it, other arrangements may be made by mutual agreement, provided one of the days is the day of the funeral. Also, if

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

**21.1b)** Regular full-time/part-time employees shall be allowed one (1) day to attend the funeral of the employee's grandparent, grandparent-in-law, brother/sister-in-law, son/daughter-in-law, uncle, aunt, niece, nephew, and the employee shall be reimbursed at his/her regular straight time rate of pay if the day of the funeral is a regularly scheduled working day for the employee.

**21.1c)** Regularly scheduled working days do not include the employee's regular day off, or statutory holidays.

**21.1d)** If an employee is on sick leave on the last regularly scheduled work day prior to commencement of the bereavement period, he/she shall receive only sick pay for such days as are allowed and no bereavement pay as such. If an employee is on leave of absence, he/she shall not receive bereavement pay.

**21.1e)** For the purpose of this Article, immediate family shall include spouse, children, stepchildren, parents, stepparents, grandchildren, brother or sister, parents-in-law, and common law spouse, as defined by the Family Law Reform Act (Ontario) 1978. Common-law equivalents and equivalents in same-sex relationships shall be recognized for equal treatment under this clause.

**21.2a)** Maternity/adoptive leave shall be granted for a period of up to twelve (12) months. No employee shall be required to take a leave of absence, nor shall an employee's job duties or working conditions be altered without her consent on account of pregnancy, nor shall there be any penalty for pregnancy. An employee returning from leave shall be reinstated in her job at the salary she would have received had her employment with the Employer been continuous. An employee, returning from leave, shall be reinstated in her job with full credit toward her severance pay accrual, experience rating, and other length-of-service benefits. Two (2) weeks notice shall be given by the employee, if possible, at the commencement of maternity/adoptive leave and two (2) weeks notice prior to returning to work.

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

**i)** For the two-week waiting period -- an amount equal to the employee's UI benefit level. This will be paid at the end of the leave.

**ii)** For the first fifteen (15) weeks -- twenty per cent (20%) of the employee's salary.

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

**21.2b)** Employees shall be entitled to a two-day leave of absence, with pay, for the birth of their child, provided said days are taken within ten (10) days of the birth of the child.

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

**21.3a)** Full-time employees shall be compensated for loss of pay at the straight time rate of pay. There shall be no compensation when the employee is on vacation or sick leave or any other leave, or on the employee's day off or statutory

holiday, unless the employee is subpoenaed as a witness in connection with his/her work for the Employer.

**21.3b)** The Employer shall be notified of the date of call or recall to jury service or the date of appearance in court at least seventy-two (72) hours prior to the service or appearance.

**21.3c)** The employee shall present to the Employer proof of jury service or subpoena to appear in court and the amount of jury pay or witness fee received.

**21.3d)** If the employee is released from jury service or court appearance for the day, three (3) or more hours before the termination of his/her regular day shift, he/she shall report to work within one (1) hour from the time of release and perform any duties assigned to him/her by the Employer.

**21.3e)** No compensation shall be made for wages lost for serving on non-compulsory juries or court appearances.

#### **ARTICLE 22. PAID EDUCATION LEAVE**

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

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

#### **ARTICLE 23. SOCIAL JUSTICE FUND**

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

#### **ARTICLE 24. NATIONAL DAY OF MOURNING**

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

#### **ARTICLE 25. COPY OF AGREEMENT**

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

#### **ARTICLE 26. DURATION AND RENEWAL**

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

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

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

THE WINDSOR STAR,  
A DIVISION OF  
CANWEST PUBLICATIONS INC.

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

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**LETTER OF UNDERSTANDING**

**RE: Pre-retirement**

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

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

Sincerely,

Louise Veres  
Director of Human Resources

\* \* \* \* \*

**LETTER OF UNDERSTANDING**

**RE: Name of Arbitrators**

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

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

Richard McLaren  
Earl Palmer  
Mike Watters  
Gail Brent

\* \* \* \* \*

LETTER OF UNDERSTANDING

RE: Part-time employee benefits

The Company and the CAW agreed to the following benefits on a pro rata basis:

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

However, all part-time employees, currently on staff, will be "grandfathered" for credited service, where applicable.

\* \* \* \*

LETTER OF UNDERSTANDING

RE: Pay Equity

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

\* \* \* \* \*

RE: Employment Equity

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

\* \* \* \* \*

LETTER OF UNDERSTANDING

RE: Article 3 - Union Security

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

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

James Bruce  
President and Publisher

\* \* \* \* \*

**LETTER OF UNDERSTANDING**

This is confirmation that The Windsor Star does not intend to erode jobs of CAW members in the Advertising and Business departments by shifting work to non-union staff.

Kerrie Alexander  
Director of Human Resources

\* \* \* \*

**LETTER OF UNDERSTANDING**

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

It is understood that process changes required by the introduction of the SATRN project would meet the definition of technological change as outlined under Article 8.17 a) of the Collective Agreement. Any further reductions will be handled by attrition.

\* \* \* \*

**LETTER OF UNDERSTANDING**

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

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

\* \* \* \* \*

**LETTER OF UNDERSTANDING**

**RE: Casual Employees**

This will confirm the understanding of the parties regarding the use of casual employees in the bargaining units. Casual employees shall be utilized only in emergency situations of one or two days in duration when needed. Casuals shall not be utilized as regularly scheduled employees.

\* \* \* \* \*

**LETTER OF UNDERSTANDING**

**RE: Union Business**

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