

Rec 17, 2015 14⁰⁰ close to 17

Collective Agreement

between

The Halifax Herald Limited

and

The Halifax Typographical Union

Local 30130 chartered by CWA –

SCA Canada

(CLC, AFL-CIO, IFJ)

Editorial Unit

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Contract

THIS AGREEMENT made this 21st day of November, 2011 between The Halifax Chronicle Herald/Mail Star and Sunday Herald, a division of The Halifax Herald Limited, (hereinafter referred to as the Company), and the Halifax Typographical Union Local 30130, chartered by CWA – SCA Canada (CLC, AFL-CIO, IFJ), (hereinafter referred to as the Guild) for itself and on behalf of the employees of the Company described in Article 1 of this agreement.

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7.3 — If any employee is rehired following the payment of severance pay (lump sum), and before the expiry of the number of weeks so paid for, the unearned severance pay shall be refunded to the Company. Reasonable terms of repayment shall be arranged if required by the employee. For the purpose of this Agreement continuous service shall mean the length of

7.2 Severance pay shall be paid to laid off employees on a biweekly basis until their entitlement is exhausted ~~or in the form of a lump sum, at the option of the employee.~~ Severance paid shall be reduced by any future income received by the Company. ¹

c) No laid off employee shall be both provided severance and placed on a recall list. *Never get Severance if on recall*

b) Placed on a recall list for a period of one year.

a) Severance pay equal to ~~three (3) weeks~~ one week s pay for each year of every six (6) months of continuous service (or major fraction thereof); from the most recent date of hire. Such pay shall be computed at the highest straight-time weekly salary paid to the employee during the period of fifty-two (52) weeks immediately preceding lay-off. (There shall be no payment obligations under this provision for any employee who receives severance pay under Article 5(4) in respect of the same layoff with the minimum payment of two (2) week s basic salary but not in excess of fifty-two (52) weeks pay, in which case the employee s employment shall be deemed to be terminated effective with their final working day; or

7.1 Upon being laid off an employee shall receive severance may elect to take one of the following:

Severance Pay

Article 7

Article 8

Classifications and Minimums

8.1 The following schedule of weeklyhourly minimum salariespay shall be in effect during the period of this Agreement, representing the new top rates in each year of the Agreement.

		Nov-21-11	Nov-21-12	Nov-21-13	Nov-21-14
Secretaries	Start	706.11	720.23	734.63	749.32
	Year 1	731.47	746.10	761.02	776.24
	Year 2	756.84	771.98	787.42	803.16
	Year 3	782.22	797.86	813.82	830.10
	Year 4	791.73	807.57	823.72	840.19
	Year 5	807.59	823.74	840.21	857.02
Library Technician	Start	706.11	720.23	734.63	749.32
Page Technician	Year 1	737.82	752.57	767.62	782.98
	Year 2	769.53	784.92	800.62	816.63
	Year 3	801.25	817.28	833.62	850.29
	Year 4	832.95	849.61	866.60	883.94
	Graphic Artist	Start	957.74	976.89	996.43
	Year 1				

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unbroken service with the Company since the last date of hire less the following:

~~7.4 The period of any employee's employment with the Company for the purpose of this Article, shall mean the total length of continuous employment (from their most recent date of hire) of the employee concerned.~~

- a. Any leave of absence in excess of one (1) month except in the case of maternity or parental leave of absence or child care leave of absence granted under this Agreement;
- b. Any period of layoff while the employee remains on the recall list.

		Nov-21-11	Nov-21-12	Nov-21-13	Nov-21-14
		1,027.51	1,048.06	1,069.02	1,090.40
	Year-2	1,097.28	1,119.22	1,141.61	1,164.44
	Year-3	1,167.04	1,190.38	1,214.19	1,238.48
Reporters	Start	750.00	765.00	780.30	795.91
Photographers	Year-1	824.55	841.04	857.86	875.02
Sports-agate-Editor	Year-2	948.22	967.19	986.53	1,006.26
	Year-3	1,071.94	1,093.35	1,115.24	1,137.52
	Year-4	1,195.58	1,219.49	1,243.88	1,268.76
	Year-5	1,319.27	1,345.65	1,372.57	1,400.02
Copy-Editors	Start	938.72	957.49	976.64	996.17
	Year-1	1,040.19	1,060.99	1,082.21	1,103.85
	Year-2	1,141.67	1,164.50	1,187.79	1,211.54
	Year-3	1,243.16	1,268.02	1,293.38	1,319.25
	Year-4	1,344.64	1,371.53	1,398.96	1,426.94
Page-Editors	Start	1,141.67	1,164.50	1,187.79	1,211.54
Bureau-Chiefs	Year-1	1,255.83	1,280.95	1,306.57	1,332.70
EPD-Editor	Year-2				

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Multimedia Journalist	<u>Start</u>	\$ 18.90	\$ 18.90	\$ 18.90	\$ 19.09	\$ 19.38
	<u>Level 1</u>	\$ 20.78	\$ 20.78	\$ 20.78	\$ 20.99	\$ 21.30
	<u>Level 2</u>	\$ 23.90	\$ 23.90	\$ 23.90	\$ 24.14	\$ 24.50
	<u>Level 3</u>	\$ 27.02	\$ 27.02	\$ 27.02	\$ 27.29	\$ 27.70
	<u>Level 4</u>	\$ 30.13	\$ 30.13	\$ 30.13	\$ 30.43	\$ 30.89
	<u>Level 5</u>	\$ 33.25	\$ 33.25	\$ 33.25	\$ 33.58	\$ 34.09
Copy Editors	<u>Start</u>	\$ 23.66	\$ 23.66	\$ 23.66	\$ 23.90	\$ 24.25
	<u>Level 1</u>	\$ 26.22	\$ 26.22	\$ 26.22	\$ 26.48	\$ 26.88
	<u>Level 2</u>	\$ 28.77	\$ 28.77	\$ 28.77	\$ 29.06	\$ 29.50
	<u>Level 3</u>	\$ 31.33	\$ 31.33	\$ 31.33	\$ 31.65	\$ 32.12
	<u>Level 4</u>	\$ 33.89	\$ 33.89	\$ 33.89	\$ 34.23	\$ 34.74
Page Editors	<u>Start</u>	\$ 28.77	\$ 28.77	\$ 28.77	\$ 29.06	\$ 29.50
Bureau Chiefs	<u>Level 1</u>	\$ 31.65	\$ 31.65	\$ 31.65	\$ 31.97	\$ 32.45
Asst. Web Editor	<u>Level 2</u>	\$ 34.53	\$ 34.53	\$ 34.53	\$ 34.87	\$ 35.40
EPD Editor						
Columnists						
Editorial Writers	<u>Start</u>	\$ 31.97	\$ 31.97	\$ 31.97	\$ 32.29	\$ 32.78
	<u>Level 1</u>	\$ 33.57	\$ 33.57	\$ 33.57	\$ 33.91	\$ 34.41
	<u>Level 2</u>	\$ 35.17	\$ 35.17	\$ 35.17	\$ 35.52	\$ 36.05
	<u>Level 3</u>					
Assistant Photo Editor	<u>Start</u>	\$ 34.53	\$ 34.53	\$ 34.53	\$ 34.87	\$ 35.40
Production Editor	<u>Level 1</u>	\$ 35.81	\$ 35.81	\$ 35.81	\$ 36.17	\$ 36.71
Section Editors						
Asst. Sports Editor						
Web Editor						
Assignment Editors	<u>Start</u>	\$ 36.77	\$ 36.77	\$ 36.77	\$ 37.13	\$ 37.69
News Editors	<u>Level 1</u>	\$ 38.37	\$ 38.37	\$ 38.37	\$ 38.75	\$ 39.33
Team Editors	<u>Start</u>	\$ 23.66	\$ 23.66	\$ 23.66	\$ 23.90	\$ 24.25
Copy Editors	<u>Level 1</u>	\$ 26.22	\$ 26.22	\$ 26.22	\$ 26.48	\$ 26.88
Page Editors	<u>Level 2</u>	\$ 28.77	\$ 28.77	\$ 28.77	\$ 29.06	\$ 29.50
Web Editors	<u>Level 3</u>	\$ 31.65	\$ 31.65	\$ 31.65	\$ 31.97	\$ 32.45
EPD Editor	<u>Level 4</u>	\$ 34.53	\$ 34.53	\$ 34.53	\$ 34.87	\$ 35.40
Bureau Chiefs						
Lead Editors	<u>Start</u>	\$ 34.53	\$ 34.53	\$ 34.53	\$ 34.87	\$ 35.40
Assistant Photo Editor	<u>Level 1</u>	\$ 35.81	\$ 35.81	\$ 35.81	\$ 36.17	\$ 36.71
Production Editor	<u>Level 2</u>	\$ 36.77	\$ 36.77	\$ 36.77	\$ 37.13	\$ 37.69
Section Editors	<u>Level 3</u>	\$ 38.37	\$ 38.37	\$ 38.37	\$ 38.75	\$ 39.33
Assistant Sports Editor						

~~Any employee hired after date of signing of the Collective Agreement starts at start unless the Collective Agreement provides otherwise. Currently employed~~

8.3 Transition

~~effective Nov. 21/14 - 2%~~

~~effective Nov. 21/13 - 2%~~

~~effective Nov. 21/12 - 2%~~

~~effective Nov. 21/11 - 2%~~

performance record.

for the position an employee's skills and abilities, aptitude, qualifications and

Company's job description for the position) and will be based upon Company need

responsibilities of the position as required by the Company (as detailed in the

the grid. Progression will be determined having regard for the duties and

at the discretion of the Company including the number of positions in each level of

grid. The progression of any employee through the wage grid is determined by and

8.2 The Company shall determine the level at which a new hire is placed on the wage

~~8.2 Wage Increases as reflected in the above~~

Assignment Editors
News Editors
Presentation Editor
Digital News Editor



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~~Secretaries, Reporters, Photographers, and Sports Agate Editor will not have their compensation reduced as a result of the new grid. For example, a Reporter who was, immediately prior to date of signing, at Year 1, will be paid at Year 2 of the foregoing grid; that same Reporter who next year would be at Year 2 on the former grid will be paid at Year 3 on the above-noted grid.~~

~~8.4 — During the first six (6) months following the expected implementation of Newsgate (i.e., April 23/12), the parties agree to establish a Committee to discuss the merger of any or all of Copy Editors, Page Editors, EPD Editors, Assistant Web Editors, and Backup Web Editors including the rate of pay for such position(s). If the parties are unable to reach agreement, the Company may proceed under Article 6 (Technological Change) and also should the Company create a new classification/Job description, it shall furnish the Guild with all pertinent information concerning the new classification/job description including the proposed rate of pay for the position to be included in the bargaining unit and shall establish the pay rate for the new classification at no less than the Page Editor rate. All staff hired after ratification shall receive a minimum pay that is 25% lower than the posted minimums above. Employees will move through the wage grid according to 8.2 and their salary will reflect the 25% differential in each level.~~

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Article 9

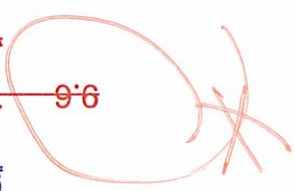
General Wage Provisions

~~9.1 — Employees promoted in rank more rapidly than their years of employment alone would warrant shall be confirmed in their present positions at the wage scales called for in their respective new classifications and be qualified to enjoy any further progression or advancement that may accrue to them according to the collective agreement.~~

~~9.2 — No employee will suffer an actual decrease in pay through adoption of the new salary schedule.~~ 9.3 — When an employee is temporarily employed in

~~9.7 Except as provided under Section 5 of this Article, any question as to the proper classification of any employee affected by this agreement shall either on request of the employee concerned or on motion of the Guild or Company be subject to the provisions of Article 4 (Grievance Procedure)~~

~~9.6 The Company at all times recognizes the principle of equal pay for equal work for male and female employees, in keeping with the provisions of this Collective Agreement:~~



~~in this agreement, the Company shall establish compensation that is generally consistent with the existing wage schedule of this agreement. shall be effective on the date the new job is effective; position not covered be submitted for settlement by Arbitration under Article 4. New minima new position and that then the matter of the new schedule of minima would description by the Guild, that this shall not hold up the introduction of the there should be no agreement within 10 days of receipt of the job a new schedule of minima before the new job is effective, provided that if immediately such is available and the parties shall discuss and agree upon of the Guild, it shall furnish the Guild with its proposed job description Should the Company create a new job coming within the jurisdiction~~

~~9.4 9.2 When the Company requires that an employee work temporarily in a position excluded from the bargaining unit that employee shall be paid a premium of \$22.96 in Year 1 of this collective agreement (increased by wage adjustment percentage in each year thereafter) for such shift. 9.5 9.3~~

any capacity in a higher classification than his/her the employee s own regular classification for more than three (3) hours, his/her the employee s rate of pay shall be adjusted to the higher classification at the rate higher than his/her the employee s rate in his/her their present classification for a minimum of a full shift. When a full-time employee regularly works part-time in a higher classification, his/her the employee s rate of pay shall be adjusted to reflect the amount of time worked in the higher classification.

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9.89.4 All employees covered by this agreement will be paid biweekly.

~~9.9~~ A night shift premium of \$2.00 per hour shall be paid to employees who work a scheduled shift, for all hours worked on such scheduled shift, between 7 p.m. and 7 a.m.

*Night Shift
Premium
gone*

~~9.10~~ 9.5 When there is a voluntary transfer to a lower classification or an employee bumps in accordance with Article 5 - Security, such employee shall be paid at the ~~rate~~ appropriate seniority level of the ~~lower~~ classification into which they have bumped as follows:

a) employees at the top of the current scale go to top of the scale in the new classification;

b) employees not at the top of the current scale move to the next lowest level which is the level closest to the current level in the new classification, however that employee shall continue to be paid their existing salary scale rate until the scale catches up with it (~~i.e., a year 1 editor at \$1,255.83 moves to reporter at year 4 at \$1,195.58 but is paid at \$1,255.83 until the next year when paid \$1,319.27~~).

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Article 10

Hours and Overtime

10.1 For the purpose of this Agreement, "week" shall be defined as commencing at 12:01 a.m. Saturday and ending at 11:59 p.m. the following Friday. Employees may be required to work outside their regular hours of employment as required by the Company. The Union acknowledges that flexibility and adaptability are crucial in the news media industry. Employees are required to be flexible with their working hours, which may

time rates.

(ii) Notwithstanding (i), travel on assignment shall be paid at straight

~~hours shall be compensated for at the rate of time and one-half for the first~~
~~the seven-hour shift or eight-hour forty-five-minute shift (48)~~
~~three hours and double time thereafter.~~ There shall be a 15-minute grace
period after which overtime shall be retroactive to the end of the regularly
scheduled shift and thereafter calculated to the next nearest quarter hour.

10.3 a)(i) All ~~approved~~ required and authorized work performed in excess of

the employee, on less notice.

- eight (48) hours' notice to affected employee or, with the agreement of
advance. Changes to the posted full-time schedule can be made on forty
per day. The full-time employee schedule will be posted four weeks in
A full-time employee's shift length can vary from five (5) to ten (10) hours

all part-time employees as well.

the approval of the Company, Employee and the Guild. This shall apply to
~~one-half~~ ten hours. Flex time hours may be worked when necessary with
~~eight hours and forty-five minutes falling within no more than nine and~~
~~hours.~~ The four day 3540 hour work week shall consist of four shifts of
consist of five shifts of ~~seven~~ eight hours ~~falling within no more than eight~~
a four day 3540 hour work week. The five day 3540 hour work week shall
10.2 The standard work week shall consist of a five day 3540 hour work week or

be no split shifts.

start and finish at different times, as decided by the Company. There shall

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*dictated
Overtime*

b) Employees recognize that there may be occasions where, because of operational requirements, it may be necessary to work overtime or to work on a day where the employee was not previously scheduled or expected to work. Overtime shall be assigned by the Company as it determines necessary. Employees shall not work paid overtime hours unless approved, in advance, by management. The Company, at the employee's option, shall compensate such employee for all authorized overtime by giving overtime pay, or time off at a time mutually satisfactory to both the employee and the Company, within ~~twelve~~three (~~12~~3) months. If an agreement between the Company and employee for such time off cannot be reached, overtime will be paid. When an employee requests to be compensated for overtime worked in time off, such time off must be arranged at a time which is agreeable to both the Company and the employee within three (3) calendar months following the date upon which the overtime claim was filed. If it is not possible to arrange such time off at the mutual convenience of the Company and the employee within the aforementioned three (3) calendar month period, the employee shall be paid the appropriate overtime rate. The maximum number of hours that may be taken off in a calendar year is eighty (80) hours. Any overtime carried into the next calendar year shall be included in the maximum of eighty (80) hours allowable in that next year. Any employee (as of the date of signing) who exceeds the maximum of eighty (80) hours can maintain and/or draw down the balance; however no additional time can be banked until the balance falls below the eighty (80) hours maximum.

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c) A ~~half-hour~~fifteen (15) minute paid ~~meal~~ break shall be provided ~~after~~during the first ~~two hours of overtime. Work on a sixth shift, in the case of the five shift work week, shall be at time and one half and work on the seventh shift shall be at double time. Work on the fifth shift, in the case of the four shift work week, shall be at time and one half, and work on the sixth or seventh~~

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10.4 ~~The Company shall make every reasonable effort to ensure employees are able to take banked overtime when the employee requests. However, an employee may at any time take cash payment for any banked overtime. 10.5~~ Work schedules shall be posted each Friday so that there shall be at least four weeks of scheduled shifts to be worked and days off. This includes the schedule for the week in which the posting takes place and the three following weeks = schedules. The Company will make reasonable efforts to notify employees of changes in scheduling as far in advance as possible. Such changes shall be kept to a minimum subject to operational requirements. Employees shall have the option of having a minimum of two consecutive scheduled days off during each work week. ~~10.6-10.5~~ Unless specifically waived in writing by the employee and the Guild, there shall be a minimum of ten hours between regularly scheduled shifts.

e) Columnists engaged in their normal duties in that capacity shall be exempt from all overtime provisions. Staff members on out-of-town assignments who are not required to meet deadlines shall be exempt from all overtime provisions unless specifically required and authorized.

d) ~~All claims for overtime must be filed with the Company within 72 hours of it being worked. The Company shall cause a record of all overtime to be kept for at least twelve (12) months.~~

unpaid meal break.
beyond the end of their scheduled shift they shall be entitled to a half hour beyond their normal shift. If an employee works more than three hours other premium shall not be affected by overtime rates three hours of work shift shall be compensated at double time. Night shift differentials or any

~~40.7~~10.6 No employee shall work in excess of six consecutive shifts, in the case of a five shift per week employee, and no more than five consecutive shifts in the case of a four shift per week employee, unless the employee and the Guild consent in writing.

~~40.8~~10.7 An employee called back to work after the completion of a day s or night s work shall be paid for a minimum of four hours at the overtime rates, however, for example, call backs shall not include calls from the newsroom to a reporter to clarify the reporter s story. An employee called in to work on his regularly scheduled day off shall receive a minimum of four (4) hours at the overtime rates.

*Dan
netors
Gout
will
check*

~~40.9~~10.8 An employee called in to work while on vacation shall be compensated for a full shift at ~~double~~-time and one half rates and have ~~his~~their vacation day(s) taken at a mutually agreed time.

~~40.10~~10.9The Company shall give due consideration to accommodate an employee s wish to job share. The Company and the Guild shall meet and mutually agree upon the terms of a job share arrangement.

~~40.11~~10.10 The Company shall make every reasonable effort to accommodate an employee's request for a modified work week. Requests shall be submitted to the ~~Managing Editor~~Operations Director, in writing, at least thirty days prior to the commencement of the scheduled change. The Company or the Employee shall give the other party thirty days__ notice should either party elect to discontinue the modified work week.

10.11 It is agreed that additional hours will be worked when required, but no employee will be required to work an excessive amount of additional hours.

*Management
determines.*

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~~11.4-11.5~~ 11.4 A shift shall be considered to be worked on the day on which it begins (e.g. employee comes in on December 24 at 6pm and works until 2am on

vacation allotment to be used according to Article 12 – Vacations.
off in lieu, is unable to do so, the day shall be added to the employee's
notwithstanding reasonable efforts on their part to take the additional day

~~may be a holiday or not.~~ within the subsequent pay period. If the employee,

~~Company may publish the newspaper on any day so desired whether it~~
mutually agreed to between the employee and the Company. ~~11.4~~ The
such employee shall receive an additional day off in lieu thereof at a time
scheduled day off or where a paid holiday falls during his vacation period,

~~Company);~~ 11.3 Where a paid holiday falls on an employee's regularly

~~pay or time off in lieu (at a time mutually agreed by the employee and the~~

~~one-half for a full shift. The overtime portion of this shift can be taken in~~

of holiday pay and ~~overtime~~ regular time equivalent to double time ~~and~~

11.2 An employee required to work on any holiday shall be paid a combination

~~his/her~~ the employee's supervisor.

religious holiday, subject to working out a revised/new schedule with

take their holiday on the day ~~he/she~~ the employee would celebrate his/her

holidays, the employee may choose to work on the applicable holiday and

believes, the employee would not celebrate one or more of the applicable

~~agreed to by their supervisor.~~ Heritage Day. If, due to personal religious

~~intended to be taken on the employee's birthday or any other day as~~

~~year's service in recognition of the employee's birthday. This holiday is~~

~~(1) day/shift off with pay each calendar year after completion of one (1)~~

~~the Federal or Provincial government. Each employee shall be granted one~~

~~and any other day proclaimed as a statutory holiday (e.g. Heritage Day) by~~

Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day,
Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour

11.1 The following holidays shall be granted to all employees with full pay: New

Holidays

*can free
supervisor
stat holiday*

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Christmas Day, is not entitled to holiday pay for the two (2) hours worked on Christmas Day).

Article 12

Vacations

12.1 Every employee shall be entitled to an annual vacation with pay in accordance with the following schedule:

~~Less than one year service.....three weeks (pro-rated)~~

~~After one year of service.....three weeks~~

~~After eight years of service.....four weeks~~

~~After 14 years of service.....five weeks~~

~~After 20 years of service..... six weeks~~

~~In 30th year of service and thereafter ——— seven weeks (includes two Publisher days)~~

~~Service is defined as the uninterrupted period of employment since the most recent date of hire.~~

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<u>Years of Service</u>	<u>No. Wks</u>
<u>0-1 year</u>	<u>2</u>
<u>1-8 years (inclusive)</u>	<u>3</u>
<u>8-14 years (inclusive)</u>	<u>4</u>
<u>14-24 years (inclusive)</u>	<u>5</u>
<u>24+ years</u>	<u>6</u>

- Prorated

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- a) Vacations shall be selected in each group/dept. according to seniority with schedulers beginning the process of booking staff vacations by mid-January.
- b) The number of employees allowed off at any one time shall be determined by operational needs. Once this number of employees has made its selection and had it approved by the scheduler, these dates are then unavailable to other employees within that group/dept.
- c) All employees shall respond to the scheduler in a prompt manner to avoid unfairness to less senior employees.
- d) Not more than two (2) weeks = vacation can be scheduled until less senior employees have had the opportunity to select vacation dates. With each successive round of vacation choices, employees may not choose more than two (2) weeks before others have had an opportunity to choose their two (2) weeks (or one (1) week as the case may be).
- e) It is understood that employees shall have the option of one (1) week off in the period from ~~June-25~~ May 1 to September 8-15 of each year, provided the employee chooses this one week in the first round of vacation selection.

12.2

Vacation is accrued for actual time worked and for the first six (6) days of Short Term Disability. Vacation is accrued in relation to the number of shifts worked (e.g. a person working two days a week (2/5 time) accrues vacation a pro rata of 2/5). In the case of full-time employees, the reference to weeks of vacation shall mean their normal schedule in a work week. In the case of part-time employees, the reference to weeks of vacation shall refer to their usual schedule in a work week.

Other days re accrued.
- 22 -

12.3 Employees who choose not to participate in all or part of the selection process shall book their vacation based on the remaining available dates.

12.4 The Company shall only alter vacations based on emergencies.

~~Notwithstanding Article 10.9, if~~ if the Company cancels an employee's vacation because of an emergency, the employee will be reimbursed for any out-of-pocket expenses (verified by receipts). Vacation dates changed for any reason after February 15 must be mutually agreed to by the employee and the Company.

12.5 If an full time employee, notwithstanding reasonable efforts on ~~his/her~~ their part to take all of ~~his/her~~ their vacation in any year by December 31, has been unable to do so ~~he/she shall be paid for any vacation remaining in that year or may, at his/her option, carry over such unused vacation time to a maximum of one (1) week to be used in~~ the employee shall be permitted to carry forward one (1) weeks vacation to March of the following calendar year, subject to approval by management. If such approval is obtained, the vacation must be used by March 31 of the following calendar year.

~~12.6 When a paid holiday provided for in this Agreement falls within a vacation period, the employee shall receive an additional day of vacation on a day agreed to by the Company and the employee.~~ 12.7 or be forfeited. To be effective, supervisory approval must be in writing and submitted to the Human Resources Department. 12.6 Upon termination of employment, an employee shall receive all vacation pay owing, if any. If there is a deficit in the employee's vacation account, it shall be deducted from their final paycheque.

~~12.8~~ 12.7 The vacation year shall begin January 1 and end December 31 of the same year.

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Medical documentation must include the first date of illness, date able to return to work (if available) and any limitations upon return to work. Medical documentation providing a return to work date and any medical restrictions must be provided prior to resuming duties. 13.2 The Company agrees that the flex benefit credits will remain in effect during the term of this collective

~~six-month-period~~ illness, accommodation opportunities or otherwise.

~~illness for those employees who are sick for more than five (5) shifts in a~~

~~extended absences at the Company s request(s) to verify an employee s~~ require including a doctor s letter may be required for repeated or

The Medical documentation satisfactory to the Company may

(b)

sick leave payments made by the Company under this provision.

an accident shall be returned to the Company to an amount equal to the Compensation Benefits. Wages recovered from a third party in the event of received directly or indirectly by the employee from Workers' the time off on the current leave. Such payments shall be less any amount time off on the immediately preceding short-term leave shall be added to sickness or injury within thirty (30) days of return to work, the employee's (6) months pay in any sick period. If there is a recurrence of such and continuing for so long as such disability shall last, to a maximum of six full wages beginning with the first day of ~~his/her~~ the employee s disability because of sickness or accident, the Company agrees to pay ~~his/her/their~~ When a full time employee is prevented from performing ~~his/her/their~~ duties

(a)

13.1

Sick Leave, Health Maternity/Parental and Welfare/Adoption Leave

Article 13

employee shall have ~~his/her~~ vacation in such year(s) reduced pro rata by the number of days of leave in that year(s).

12.8 In any year(s) in which an employee is on a leave of absence, such

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agreement and will not be reduced or discontinued during such term unless by mutual agreement between the Company and the Union. ~~The Company shall increase the flex benefit credits to an amount equal to the silver couple flex benefit (effective Jan. 1/04) for the first year of the collective agreement and shall increase the credit by 6% in each year thereafter (effective Jan. 1) of the collective agreement.~~ 13.3 Maternity/Parental Leave of up to fifty two (52) weeks shall be granted to employees upon request. Employees shall be granted Maternity leave and parental leave or adoption leave in accordance with the Labour Standards Code and Regulations of the Province of Nova Scotia. The two-week waiting period for benefits shall be with pay. This leave of absence may be extended, without pay, at the request of the employee for up to an additional six months, provided that the Company may continue to use temporary replacement staff for fill-in for such additional six months.

~~13.4 Illness directly attributable to pregnancy shall entitle an employee to sick leave during pregnancy.~~

~~13.5 Where an Employee provides the Company with a letter from a social worker certifying that an employee is adopting a child, that employee shall be entitled to a Leave of Absence of up to fifty two (52) weeks. The two-week waiting period for benefits shall be with pay. This leave of absence may be extended, without pay, at the request of the employee for up to an additional six months, provided that the Company may continue to use temporary replacement staff for fill-in for such additional six months.~~

~~13.6~~ Any employee, not on maternity leave, shall be entitled to a minimum of up to three (3) days leave with pay on the occasion of the birth or adoption of his/her the employee s child. Such leave need not be taken consecutively unless so requested by the employee. ~~13.7~~ 13.5

Employees on leave under the provisions of Maternity/Parental leave shall continue to ~~accumulate~~ accrue seniority and have access to the benefit program and be entitled to the flex plan credits. to contribute toward

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in the company's creation

14.1 Upon request in writing, The Company may grant personal Leaves of Absence without pay for good and sufficient cause; providing it does not cause unreasonable disruption in operations or additional costs to the Company. Personal leaves of Absence shall not exceed one year in duration; however, it may be extended by mutual agreement between the employee and the Company. Such Leaves of Absence shall not be unreasonably withheld, provided at least four (4) weeks written notice is given by the employee to the Company (except in cases of medical emergency). Personal leaves will not be granted during the following times: for two weeks over the Christmas/New Year s period, March break or summer vacation periods.

Leaves of Absence

Article 14

~~13.9 Halifax Herald Ltd. Pension Plan - see Memorandum of Agreement.~~

~~program shall be funded by and be independent of the Company.~~

~~13.8 The Company shall have available an Employee Assistance Program. This~~

the costs associated with the benefit program. Employees on such leave shall provide HR with post-dated cheques to cover the employee portion of the benefit costs. 13.6 An employee shall not accrue sick leave benefits while on maternity/parental/adoption leave but shall see all accrued benefits suspended until the leave has expired. 13.7 Employees returning from maternity/parental leave must use up all vacation entitlements earned while on maternity/parental leave prior to returning to work. This means that the vacation an employee is entitled to in their year of return is no more than it would have been if they had been employed and at work instead of on maternity/parental leave.

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- 14.2 ~~It is agreed that no~~No more than ~~threetwo~~ (32) employees can be off on personal leave at any one time.
- 14.3 If an employee is elected or appointed to a position in CWA-SCA Canada or the CLC or AFL-CIO, or local of CWA-SCA Canada, or an organization with which CWA-SCA Canada is affiliated, such employee, upon the employee's request, shall be given a leave of absence without pay, and shall be reinstated in the same or a comparable position upon the expiration of such leave. It is agreed that no more than one (1) employee can be off at any one time.
- 14.4 A leave of absence without pay upon request shall be granted to an employee elected or appointed delegate to conventions of CWA-SCA Canada, CLC, AFL-CIO, IFJ or any organization with which CWA-SCA Canada is affiliated. A maximum ~~threetwo~~ (32) employees can be off at any one time. The Local agrees to reimburse the Company for those wages paid and any additional wages needed to be paid above straight time if that amount is needed to be paid by the Company to replace such absent employee. Approval shall be subject to operational requirements and shall not be withheld unjustly. *has more ago*
- 14.5 Short term leaves of absence will be granted without pay for the purpose of administration of the Local or special meetings CWA-SCA Canada. A maximum ~~threetwo~~ (32) employees can be off at any one time.
- 14.6 Those persons on a leave of absence under the provisions of Article 14, Other Leaves of Absence, Sections 4 and 5, and for the purpose of negotiations with the Company, shall receive their regular pay as if they had worked the scheduled shift for the Company. The Local agrees to reimburse the Company for those wages paid and any additional wages

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needed to be paid above straight time if that amount is needed to be paid by the Company to replace such absent employee.

14.7 During leaves of absence of four weeks or less, an employee will continue to receive all benefits to which he/she would be entitled. During leaves of absence of more than four weeks, the employee may make arrangements with the Company to continue, where possible, certain Health and Welfare benefits by paying the full cost of such benefits.

14.8 Leaves of absence granted under this collective agreement shall not constitute a break in seniority for the purposes of layoffs ~~or vacation entitlements and selection~~; however, vacation entitlement in any period will be reduced pro rata by the duration of the leave.

14.9 Leaves of absence without pay will be granted to employees called for service with the Canadian Armed Forces or the Militia. Upon return, the Company shall make reasonable efforts to reinstate such employee to the position ~~he/she~~ the employee held upon commencement of the Leave of Absence provided such position still exists in the newsroom/editorial department. Failing that, the Company shall reinstate the employee in a comparable position to be mutually agreed upon by the employee, the Guild and the Company within the newsroom/editorial department.

14.10 Employees shall be entitled to participate in the Deferred Compensation Leave Plan (Sabbatical) as outlined in Letter of Intent #1 (~~two~~ one) (21) employees at any one time).

14.11 In the event of the death of a spouse (legal or common law), child, common-law child, father, mother, sister or brother the employee shall be entitled to at least five days off with full pay.

14.12 In the event of the death of father-in-law, mother-in-law, son-in-law, daughter- in-law, grandchild, grandfather, grandmother such employees shall be entitled to at least 3 days leave with full pay.

14.13 In the event of the death of a brother-in-law, sister-in-law or other immediate family member of the employee shall be entitled to at least one (1) day leave with full pay.

14.14 Permission for up to an additional two weeks of bereavement leave with pay shall not be unreasonably withheld by the Company. Employees may have additional time off beyond extended bereavement leave, without pay.

14.15 Part-time employees shall be entitled to the bereavement leave and extended bereavement leave provided in subparagraphs 14.11, 14.12, 14.13 and 14.14 above prorated by their normal percentage of time worked within one (1) week.

Article 16

Expenses and Equipment

- 16.1 The Company shall pay all authorized expenses incurred by any employee in the employment of the Company, and such authorization shall not be arbitrarily withheld.
- a) The Company shall pay for all reasonable meal expenses for employees who are working on assignment away from the office for three and one half hours or longer and are unable to return to their homes or the office for such meals as a result of the Company assignment and during the meal break provided for during over time. Such expenses are to be verified by receipts.

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Compensation for the authorized and/or casual use of an automobile owned by the employee in the service of the Company (excluding private use and kilometerage to and from work) shall be at the rate of \$0.41 cents per kilometer for the first 5,000 kilometers driven and \$0.35 cents per kilometer for all subsequent kilometers driven. Compensation for

Price per litre of regular self-serve gasoline for the first week of the month* (paid in the month in which km experienced)	Cents per km
1.15 and higher	55.5
1.10 to 1.149	53
1.05 to 1.099	50.5
1.00 to 1.049	48
.95 to .999	45.5
.90 to .949	43
.85 to .899	40.5
.80 to .849	38
.75 to .799	35.5
.70 to .749	33
.65 to .699	30.5
.60 to .649	28

the following rates:

16.2 The Company agrees that any employee authorized to use their personal vehicle in the performance of their assigned duties will be compensated at

b) Employees traveling out of town on assignment for the Company, which require overnight accommodation, will be provided with a reasonable travel advance if requested. All expenditures shall be reasonable and shall be verified by receipts.

kilometerage shall be adjusted upwards or downwards every three months at the rate of \$0.0015 per kilometer for each \$0.01 change in the price of fuel.*

All employees engaged in news gathering activities must have a valid driver s license, access to a reliable vehicle and carry \$1 million in liability insurance as a condition of employment. Proof of insurance must be provided if requested.

*Baseline price = \$1.00/ltr. Gasoline prices are to be determined based on the average price per litre for self-serve regular gasoline prices – Nova Scotia posted on the www.gov.ns.ca/energy Web site (Link to Consumer Information – Transportation – Weekly Fuel Prices) in the first week of each month.

~~If employees in any other department, division or subsidiary of the Company receive an increase in the mileage rate above these minimums, Guild members in the editorial unit shall receive at least the same increase. Those employees not required to have a vehicle as a condition of employment~~Employees shall use the Company vehicles in priority if a Company vehicle ~~first, if~~is available.

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W. J. ...

editors:

~~16.6 The Company shall provide up to \$150 during the life of this agreement for the one-time purchase of a tape recorder with a valid receipt for all writing staff (reporters, editorial writers, bureau chiefs and columnists), editors working on the chronicle/herald.ca, photographers, and for assignment~~

the employee.

rights and the employee shall retain copyright unless specifically waived by the Company. The Company shall acquire first and subsequent publication outside of working hours at a price mutually agreed by the employee and

~~16.5-16.4~~ The Company shall compensate employees for photographs taken

expenses incurred in the performance of their duties.

authorized to work from their homes shall be compensated for approved

~~not be unreasonably withheld~~ the employees' duties. Those employees

~~to be agreed upon by the Guild and the Company, which agreements shall~~

approved tools the equipment necessary to perform their duties such tools

~~16.4 The Company will supply employees with the~~

~~an occasional basis where it is impractical for staff photographers to take~~

~~assigned duties. Cameras will be made available to staff in HRM to use on~~

~~employees outside HRM required to take photographs as part of their~~

~~maintain camera equipment to the staff photographers and those~~

16.3 The Company in its sole discretion shall determine and supply and

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Signed by the parties this _____ day of _____, _____.

For the Halifax Typographical
Union, Local 30130

For The Halifax Herald Limited

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MEMORANDUM OF AGREEMENT - HALIFAX HERALD RETIREMENT

The Company agrees to the following:

(a) ~~Base Year Upgrade to 2000: upgrade benefits earned prior to 2000 so that they are based on 2000 pensionable earnings effective for active members at January 1, 2006;~~

(b) ~~Elimination of mandatory retirement at age 65: The Herald will remove from the Herald Retirement Plan the mandatory retirement at age 65;~~

(c) ~~Surplus to be Used for Benefits: should the Plan find itself with surplus above the levels specified in Section 147.2(2) of the Income Tax Act; benefits shall be increased until the surplus falls below the maximum permitted under the Income Tax Act;~~

(d) ~~Herald Pension Advisory Committee: the Union will select their representative to the Herald Pension Advisory Committee;~~

(e) ~~Special Newsroom Pension Committee: the Company proposes a special Newsroom Pension Committee. There would be three (3) bargaining unit members (to be named by the Union) and three (3) Company members (to be named by the Company). This Committee will be required to meet quarterly unless both sides agree in writing to waive a particular meeting. In addition, the Committee could be convened upon reasonable notice by either Union or management. The Committee would focus on building proposals to be recommended respectively to the Union and management for their consideration for improvements in the pension plan in the next collective bargaining negotiations;~~

(f) ~~Cap: The cap on future earnings has been removed as of January 1, 2006. Employer Contribution Holidays: in no event shall employer contributions to the Herald Retirement Fund be less cumulatively over the term of this Collective Agreement, for the Newsroom employees, than the Newsroom employees themselves are required contribute to such Fund;~~

(g) ~~Accrual and Contribution Rates: For service after January 1, 2008 the benefit accrual rates will be 2.0% of earnings. The members' contribution rate will be 4% of earnings;~~

(h) ~~Protection of Benefits: Added clause to pension rules as follows: Except as may be required to satisfy legislative requirements and/or to preserve the Plan's status as a registered pension plan, in no event shall the Plan, for the (Newsroom) employees, be changed or benefits reduced, without the prior written consent of their Union;~~

(i) ~~Early Retirement: For bargaining unit members who reach age 60 before November 20, 2015, the early retirement reduction shall be 1/4 of one percent per month by which a member's retirement precedes the normal retirement date. This opportunity extinguishes as of November 20, 2015 and is not extended by virtue of the Trade Union Act's section 35. This is outside of the Herald Retirement Plan.~~

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