

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

**HERALD'S OFFER – JUNE 3, 2016
(UPDATED AUG. 18, 2016)**

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Contract

THIS AGREEMENT made this ● day of June, 2016 between The Halifax Chronicle 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.

Article 1 - Coverage/Jurisdiction

- 1.1 This Collective Agreement covers all newsroom/editorial employees of the Company as described in the Nova Scotia Labour Relations Board Certification Order dated April 27, 1999, save and except positions set out in such LRB Order #4713 and the positions of assignment editor, news editor, business editor, and bureau chief.
- 1.2 a) The jurisdiction of the Guild is the kind of work either normally or at present performed by employees within the bargaining unit covered by this agreement. The Company recognizes that in most cases maximum efficiency of its operations is obtained by having work done by employees, and agrees that all reasonable efforts will be made to preserve the employee status of employees within the bargaining unit. The Company acknowledges that, in general, the assignment of the work performed by employees in the bargaining unit should be assigned or re-assigned to bargaining unit employees; however, the Guild acknowledges and agrees that the Company can continue to assign and re-assign work that is also performed by members of the bargaining unit to non-bargaining unit members. In addition, the Company agrees to use reasonable efforts to notify the Guild in the event that it assigns any work now done by employees within the bargaining unit to any employee outside the bargaining unit prior to making the assignment.
- b) (i) When the Company intends to contract out work which has been regularly performed by members of the bargaining unit prior to the date of signing of this Collective Agreement and when as a result of such contracting out the employment of regular full-time and/or part-time members of the bargaining unit will be terminated, the Company will:
- a) Give the Guild 90 days' notice in writing;

- b) Sit down with Guild representatives within the 90 day notice period to discuss its decision and to consider any alternatives which the Guild may present without prejudice to any of its rights with respect to contracting out;
- c) In the event that no mutually acceptable alternative to contracting out is found, the Company will comply with the provisions of the Security and Severance articles.

1.3. Notwithstanding the provisions of Article 1.2 above, the Company may use Freelancers/Stringers in the editorial department in the following manner:

- a) Freelancers/Stringers are persons who submit and receive payment for editorial text, photography, audio, video, graphics, illustrations, or other content which are used for publication.
- b) Freelancers/Stringers shall not be assigned to perform work or be encouraged to submit work when Guild members are available to perform the required work and have expertise and knowledge to perform such work.
- c) Freelancers/Stringers shall not be used where such use would substitute for, eliminate or displace a regular employee (full-time or part-time), or position (full-time or part-time) unless such regular employee is absent by reason of illness, disability, scheduled time off, vacation or written leave of absence. In this case, the Freelancer/Stringer would become a temporary employee covered under Article 15 of this Collective Agreement.

Article 2 - Management Rights

- 2.1 The Guild acknowledges that it is the exclusive right and function of the Company to manage its newsroom and to direct its working force, including:
- a) to operate and manage its activities in all respects in an efficient and economic manner as it sees fit;
 - b) to hire, transfer, promote, classify, including determining the skills and abilities of the employees, or demote employees or to discipline employees, provided that a claim that an employee has been disciplined for other than just cause may be the subject of a grievance;
 - c) to maintain order, discipline and efficiency and to discipline, suspend and discharge employees for just cause (except probationary employees who may be discharged for any reason);
 - d) to establish new positions and to alter, consolidate or abolish existing positions;
 - e) to determine the number of employees needed at any time, the hours and shifts to be worked, the duties to be performed, overtime requirements, the employees to perform overtime work, position content, standards of performance and the qualifications of the employees to perform work;
 - f) to determine the hours and schedules of operation, operating techniques, methods, procedures and processes and means of performing work, the production and services to be provided and the extension, limitation, curtailment or cessation of operations or any part thereof and to engage or contract with outside contractors;

- g) The Company may publish the newspaper on any day so desired whether it may be a holiday or not; and
 - h) Generally to manage, control, continue, discontinue in whole or in part its operations; provided that the above exercise of management rights shall not be in conflict with specific terms and conditions of this agreement.
- 2.2 The Guild acknowledges that the dynamics of the news media industry are such that jobs and work requirements of jobs will require change from time to time. While an employee may have been assigned specific duties upon the commencement of employment, those duties may be altered or changed by the Company from time to time. No employee has a proprietary right to perform specific duties.

Article 3 - Guild Shop

- 3.1. The Company recognizes the Guild as the sole collective bargaining agent for all employees covered by this Agreement.
- 3.2 The Company shall require as a condition of employment (excluding temporary employment) within the certified bargaining unit that every person shall, immediately upon the successful completion of the probationary period, become and remain a member of the Guild in good standing during the term of the employee's employment.
- 3.3 CHECKOFF:
 - a) The Company agrees to deduct biweekly from the earnings of such employee whose position is covered by this agreement and to remit to the Guild not later than the 10th day of the following month an amount equal

to Guild dues and assessments. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of dues rates furnished to the Company by the Guild. Such schedule may be amended by the Guild at any time.

- b) The Company agrees to supply the Guild a biweekly list of the amount of dues deducted from each Guild member. This list shall be included with the dues payments to the Guild not later than the 10th day of the month following the dues deductions.

ASSIGNMENT AND AUTHORIZATION

TO CHECK OFF GUILD UNION DUES

To: The Halifax Chronicle Herald/Mail Star

I hereby assign to the Halifax Typographical Union Local 30130, CWA – SCA Canada (CLC, AFL-CIO, IFJ), and authorize you to deduct from any pay earned or to be earned by me as your employee, an amount equal to all Guild dues and assessments levied against me by the Guild as per the schedule for each week following the date of this assignment.

I hereby authorize and request you to remit the amount deducted to the Halifax Typographical Union Local 30130.

(Employee's Signature)

(Effective Date)

- 3.4 The Company shall supply the Guild on request with a list containing the following information for each employee:

- a) Name, mailing address (including postal code), phone number;

- b) Date of hire;
 - c) Classification;
 - d) Experience rating and experience anniversary date;
 - e) Salary, including bonus arrangements or other forms of compensation.
- 3.5 The Company shall notify the Guild monthly in writing of:
- a) Merit increases granted by name of the employee, individual amount, resulting new salary and effective date;
 - b) step up increases paid by name of the employee, individual amount, and effective date;
 - c) Changes in classification, salary changes by reason thereof, and effective date;
 - d) Resignations, retirements, deaths.
- 3.6 Within two (2) weeks after the hiring of a new employee, the Company shall furnish the Guild in writing with the data specified in Article 3.4.
- 3.7 There shall be no Company interference with the administration of the Guild.
- 3.8 Nothing in this Collective Agreement shall apply to:
- a) unsalaried journalism students in training at the Company;
 - b) replacements hired to supplement regular full-time staff during the summer vacation period (May 1-September 15) (except for Article 15.7-Temporary Employees and Article 15.8).

Article 4 - Hiring, Transfers and Promotions

- 4.1 The Company shall notify the Guild in writing of all vacancies in positions (including positions of a temporary nature with an expected duration of three months or greater) covered by the Collective Agreement and shall give first opportunity to the hiring of any qualified Guild member.
- 4.2 All vacancy notices must be supplied to the Guild in writing and by email not less than 10 full days before the position is to be filled except for the Article 4.1 positions of a temporary nature where such notice shall be not less than 5 full days. In cases where present employees are moving to fill a vacancy, subsequent vacancies shall be posted for five full days.
- 4.3 Any employee may be transferred to another city/location outside HRM. When an employee is transferred further than sixty (60) kilometres from the employee's current place of employment, the Company shall be responsible for payment of reasonable transportation and other moving expenses for the employee and the employee's immediate family. Before expenses are incurred, the employee shall obtain the approval of the Company. The employee shall provide full information to substantiate any such expense claims.
- 4.4 a) The Company agrees to recognize and to carry out in practice the principle of promotion or voluntary transfer of staff members. Where there is a vacancy of a full-time, part-time or temporary nature, promotions shall be determined on the basis of skill and ability of the applicants and where such skill and abilities are equal, seniority shall be the determining factor.
- b) All positions of a temporary nature shall have the time period of the position stated on the posting.

- c) It is agreed that when an employee is promoted or transferred by the Company to a position of a temporary nature, and when that temporary position ends, such employee shall return to his former position.
 - d) Employees voluntarily transferring or being promoted and found unsuitable or who wish to return to their previous classification during a three-month trial period in the new classification, with two weeks' notice, shall revert to their previous classification and salary they would have enjoyed if the voluntary transfer or promotion had not taken place. All transfers or promotions affected by the original transfer or promotion may be subject to the same reversion.
 - e) Upon request, the Company shall provide an oral explanation to the employee and representative of the Guild simultaneously of why such employee is denied a promotion or transfer. Promotions shall be based on experience, qualifications, skills and abilities to perform the job functions satisfactorily.
- 4.5 No employee shall in any way be penalized for refusing to accept a promotion.
- 4.6 The Company will endeavour to avoid transferring an employee within a classification without the employee's consent, which, however, shall not be unreasonably withheld. There shall be no reduction of salary or impairment of benefits as a result of such job transfer, nor shall any employee be penalized for objecting to such transfer. It is understood that employees shall not be transferred from one classification to another over their objections.
- 4.7 An employee promoted or transferred to a higher classification shall receive the higher rate of pay for that classification with due consideration given for previous experience in the new work to be performed. Thereafter

- such employee will advance through the remaining Level(s) in the new classification. In no case shall a promotion or transfer result in an employee receiving a decrease in pay. Upon transfer into a work classification in which the employee has not previously worked, the employee shall receive a new experience rating reflecting previous employment in comparable work and shall be paid a salary in their new job which concurs with his or her experience rating.
- 4.8 In applying the schedule of minimum salaries in this Agreement, the employee shall be classified at the time of employment, transfer or promotion as to job title, and as to experience rating and shall be paid accordingly. Years of employment in identical and/or comparable work shall be included in the experience with which an employee is credited at the time of employment, transfer or promotion.
- 4.9 In the event the Company closes or downsizes a Bureau outside Halifax Regional Municipality, the staff member(s) so affected shall be laid off and have the opportunity to bump in accordance with the provisions of Article 5. Any and all reasonable moving expenses shall be paid for by the Company.
- 4.10 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 and whether this position is to be included in the bargaining unit. If the parties are unable to come to a mutual agreement, the question will then be decided under Article 21 (Grievance Procedure).
- 4.11 Those employees required by the Company to work out of their home shall be supplied with the necessary tools to perform their assigned tasks, such tools to be agreed upon by the employee, a Guild representative, and the Company, which agreements shall not be unreasonably withheld.

- 4.12 There shall be a 90 day probationary period for all new employees. The probation period may be extended by mutual agreement of the Company and the Guild. The Company in its sole discretion may discharge a probationary employee provided it acts in good faith. Probationary employees are not covered by a grievance/arbitration process. Continuation of employment beyond the probationary period shall entitle the employee to seniority from the date of employment and all applicable benefits of this Agreement.

Article 5 - Security

- 5.1 Except as provided herein, there shall be no discipline except for just cause.
- 5.2 a) Employees will be dismissed within each job classification on the basis of the reverse seniority order provided the skills, ability and qualifications of the employees concerned are relatively equal and provided those remaining are qualified to perform the work required. The Company and Guild agree that this Article 5.2(a) and Article 5.2(b)(i) are competition clauses that prioritize skills, abilities, and qualifications over seniority.
- b) In the event of lay-off, the Company agrees to give the Guild and the affected employees a minimum of 15 calendar days' notice of any such contemplated reduction in the work force. After the first 10 days of notice within the subsequent five days an employee who is laid off may elect to bump;
- i) Into another classification provided the employee has at least equal qualifications, skills and abilities to perform the job and provided the

employee's seniority is greater than that of the employee whose job is being claimed.

- ii) Employees who are to be bumped shall receive five (5) calendar days' notice of the proposed bump to enable such employees to consider and advise the Company within such time period if there are other employees who they propose to bump. In such case, the Company shall give such other employees five (5) calendar days' notice and so on until bumping is completed.
 - iii) Subsequently bumped employees may themselves bump, subject to the same criteria as above. The resulting displaced employee shall be laid off.
 - iv) Any vacancies that arise while employees are on the recall list shall be dealt with internally as stated in Article 4 (Hiring, Transfers and Promotions) of this agreement. Any resulting vacancies due to the internal transfers shall be offered to the most senior employee on the recall list capable of performing the work.
- c) Each laid off employee, upon notification of recall by the Company, shall report for duty not more than 5 business days after receipt of such notification. Notification shall be in the form of a double registered letter to the employee's last known address. Failure to comply shall cause such name to be struck from the recall list.
- d) During the first 10 days of the notice period, the Company shall consider any job sharing or modified work week requests from employees.
- 5.3 a) Seniority is defined as the length of continuous employment (from the date of most recent hire) with the Company. There shall be a separate seniority list for full-time employees and separate seniority list for part-time

- employees. Employment shall be deemed continuous unless interrupted by a) dismissal for just cause, or b) resignation, retirement or c) refusal to accept an offer of recall within five (5) working days after having been sent such registered mail notice of recall or d) layoff with severance paid or e) fails to return to work from an authorized leave of absence or f) is absent without reasonable cause and does not notify the Department Manager or their designate within five (5) consecutive days of the absence or (g) when the employment relationship between the employee and Company has been frustrated due to an absence in excess of eighteen (18) months for sickness or disability.
- b) The Company shall revise the seniority lists every twelve (12) months. The Company will issue a seniority list within thirty (30) days of the signing of this Agreement and subsequently an updated list in January of each year; a copy of which will be posted and a copy given to the Guild.
 - c) An employee who bumps into a lower classification shall be paid at the appropriate Level of the classification into which they have bumped.
- 5.4 There shall be no dismissal solely because of the signing of this Agreement or solely because of notice to renegotiate this Collective Agreement in keeping with Article 22 - Duration and Renewal.
- 5.5 The Company shall comply with the Human Rights Act in relation to the hiring, promotion and dismissal of employees with the understanding that the employees are able to perform their job function in an adequate manner.
- 5.6 If the conduct or efficiency of an employee reaches the stage where an expression of dissatisfaction/discipline is necessary, the Company shall send a copy to the Guild and the employee concerned. Such notice shall be in writing and the employee shall be furnished with pertinent details of

any such complaint (sufficient to understand and reply to such letter). If the procedure is not followed, such expressions of dissatisfaction / discipline shall not become part of the employee's record for use against the employee at any time. Any replies to such notice shall also become part of the employee's record.

- 5.7 Guild members shall be entitled to a Guild representative being present at all disciplinary meetings with the Company.
- 5.8 The President of the Guild or an authorized representative of the Guild Executive shall have the right to review any individual's personnel file, with written permission of authorization by the employee, at any time there is a dispute involving a member of the Guild and, upon request, shall be provided copies of all material in the file. The individual concerned may accompany the President or the Guild representative to review this file.
- 5.9 An employee shall have access to their personnel file, upon reasonable notice, twice during any calendar year for the purpose of reviewing the material therein.

Article 6 - Technological Change

- 6.1 a) Technological change means the introduction by the Company of new equipment or new processes. In the event the Company plans technological change(s) which will result in significant impact on staff levels, the Company will give the Guild a minimum of eight (8) weeks' notice of technological change. Where the Company has notified the Guild of its intention to introduce technological change(s), the parties undertake to meet within the next ten (10) calendar days to hold constructive and

meaningful consultations in an effort to reach agreement on solutions to problems arising from the technological change.

- b) Where the Company plans to introduce new equipment or new processes that would have a significant impact on operations, the Company will notify the Guild as soon as possible. The Guild and the Company shall meet within 10 days to consult on any issues that may result in the introduction of said new equipment or processes. It is recognized that, in certain urgent situations, the Company may have to introduce such new equipment or new processes without prior notification/consultation with the Guild. However, in such situations, the Company will, following such introduction, consult with the Guild as stated in this clause.
- c) The Company shall, upon the introduction of any new equipment or process, provide paid training to any employee where the performance of the employee's job depends on such training. The Company shall pay such employees for such training at a rate of pay in accordance with Article 9.

6.2 Notice shall include:

- a) a description of the technological change;
- b) the date on which the Company proposes to implement said technological change;
- c) the number and classifications of employees affected by the technological change;
- d) the effect of the technological change on the terms and conditions of employment of other employees;

- e) the job classifications abolished and the new classification to be created by the technological change(s);
 - f) the schedule for retraining staff required to perform duties on new equipment or with new processes.
- 6.3 The Company may transfer and retrain at Company expense employees whose work is affected by such new equipment or new processes to other positions at the wage scale appropriate to the new position if their services are no longer needed in the classifications in which they were previously employed. Subject to the continuing ability to perform satisfactorily the work of the classification from which the employee was transferred, as demonstrated in a ninety-calendar-day trial period, the employee so transferred will be given the first opportunity of returning to any vacancy that occurs in the classification from which the employee was transferred in order of the employee's seniority.

Article 7 - Severance Pay

- 7.1 Employees who are laid off may elect to take one of the following:
- a) Severance pay equal to one week's pay for every six (6) months of continuous service or major fraction thereof with the minimum payment of two (2) week's basic salary but not in excess of forty (44) weeks' pay, in which case the employee's employment shall be deemed to be terminated effective with their final working day; or
 - b) Placed on a recall list for a period of one year.
 - c) No laid off employee shall be both provided severance and placed on a recall list.

7.2 Severance pay shall be paid to laid off employees on a biweekly basis until their entitlement is exhausted. Severance pay shall be reduced by any future income received by the Company.

7.3 For the purpose of this Agreement “continuous service” shall mean the length of unbroken service with the Company since the last date of hire less the following:

- 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.

Article 8 – Classifications and Minimums

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

		Nov-21-15	Nov-21-16	Nov-21-17	Nov-21-18	Nov-21-19	Nov-21-20	Nov-21-21	Nov-21-22
Level			1%	1%	1.5%	1.5%	2%	2%	2%
<i>Newsroom Support</i>	Start	37,016	37,386	37,760	38,326	38,901	39,679	40,473	41,282
Administrative Clerk	Level 1	38,688	39,075	39,466	40,058	40,658	41,472	42,301	43,147
Library Technician	Level 2	40,331	40,735	41,142	41,759	42,385	43,233	44,098	44,980
Page Technician	Level 3	41,995	42,415	42,839	43,482	44,134	45,017	45,917	46,835
	Level 4	43,667	44,104	44,545	45,213	45,891	46,809	47,745	48,700
Multimedia Journalist	Start	39,312	39,705	40,102	40,704	41,314	42,141	42,983	43,843
	Level 1	43,222	43,655	44,091	44,753	45,424	46,332	47,259	48,204
	Level 2	49,712	50,209	50,711	51,472	52,244	53,289	54,355	55,442
	Level 3	56,202	56,764	57,331	58,191	59,064	60,245	61,450	62,679
	Level 4	62,670	63,297	63,930	64,889	65,862	67,180	68,523	69,894
	Level 5	69,161	69,853	70,551	71,609	72,684	74,137	75,620	77,132
	Level 6	73,089	73,820	74,558	75,676	76,812	78,348	79,915	81,513

		Nov-21-15	Nov-21-16	Nov-21-17	Nov-21-18	Nov-21-19	Nov-21-20	Nov-21-21	Nov-21-22
Editorial Writers	Start	66,498	67,163	67,834	68,852	69,884	71,282	72,708	74,162
	Level 1	69,826	70,524	71,229	72,298	73,382	74,850	76,347	77,874
	Level 2	73,151	73,883	74,621	75,741	76,877	78,414	79,983	81,582
	Level 3	77,310	78,083	78,864	80,047	81,248	82,873	84,530	86,221
Lead Editors	Start	71,821	72,539	73,265	74,364	75,479	76,989	78,528	80,099
Assistant Photo Editor	Level 1	74,481	75,226	75,978	77,118	78,275	79,840	81,437	83,066
Digital News Editor	Level 2	76,482	77,246	78,019	79,189	80,377	81,985	83,624	85,297
Section Editors	Level 3	79,801	80,599	81,405	82,626	83,865	85,543	87,254	88,999
Assistant Sports Editor	Level 4	84,344	85,187	86,039	87,330	88,640	90,413	92,221	94,065

8.2 The Company shall determine the level at which a new hire is placed on the wage grid. The progression of any employee through the wage grid is determined by and at the discretion of the Company including the number of positions in each level of the grid. Progression will be determined having regard for the duties and responsibilities of the position as required by the Company (as detailed in the Company’s job description for the position) and will be based upon Company need for the position an employee’s skills and abilities, aptitude, qualifications and performance record.

8.3 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.

Article 9 - General Wage Provisions

9.1 When an employee is temporarily employed in any capacity in a higher classification than the employee’s own regular classification for more than three (3) hours, the employee’s rate of pay shall be adjusted to the higher classification at the rate higher than the employee’s rate in their present

classification for a minimum of a full shift. When a full-time employee regularly works part-time in a higher classification, the employee's rate of pay shall be adjusted to reflect the amount of time worked in the higher classification.

- 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 \$____ in Year 1 of this Collective Agreement (increased by wage adjustment percentage in each year thereafter) for such shift.
- 9.3 Should the Company create a new position not covered in this agreement, the Company shall establish compensation that is generally consistent with the existing wage schedule of this agreement.
- 9.4 All employees covered by this agreement will be paid biweekly.
- 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 appropriate seniority level of the 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.
- 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.

Article 10 - Hours and Overtime

10.1 For the purpose of this Agreement, "week" shall be defined as commencing at 12:01 a.m. Sunday and ending at 11:59 p.m. the following Saturday. Employees may be required to work outside their regular hours of employment as required by the Company. The Guild acknowledges that flexibility and adaptability are crucial in the news media industry. Employees are required to be flexible with their working hours, which may start and finish at different times, as decided by the Company. There shall be no split shifts.

10.2 The standard work week shall consist of a five day 40 hour work week or a four day 40 hour work week. The five day 40 hour work week shall consist of five shifts of eight hours. The four day 40 hour work week shall consist of four shifts of ten hours. Flex time hours may be worked when necessary with the approval of the Company, Employee and the Guild. This shall apply to all part-time employees as well.

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

10.3 a) i) All required and authorized work performed in excess of forty (40) hours in a week shall be compensated for at the rate of time and one-half. 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.

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

- 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 required and authorized overtime by giving overtime pay, or time off at a time mutually satisfactory to both the employee and the Company, to be used within three (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.
- c) A fifteen (15) minute paid break shall be provided during the first three hours of work beyond their normal shift. If an employee works more than three hours beyond the end of their scheduled shift they shall be entitled to a half hour unpaid meal break.

- d) The Company shall cause a record of all overtime to be kept for at least twelve (12) months.
 - 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.
- 10.4 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.
- 10.5 Unless specifically waived in writing by the employee and the Guild, there shall be a minimum of ten hours between regularly scheduled shifts.
- 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.
- 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.

- 10.8 An employee called in to work while on vacation shall be compensated for a full shift at time and one half rates and have their vacation day(s) taken at a mutually agreed time.
- 10.9 The 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.
- 10.10 The Company shall make reasonable efforts to accommodate an employee's request for a modified work week. Requests shall be submitted to the 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.

Article 11 - Holidays

- 11.1 The following holidays shall be granted to all employees with full pay: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and Heritage Day. If, due to personal religious beliefs, the employee would not celebrate one or more of the applicable holidays, the employee may choose to work on the applicable holiday and take their holiday on the day the employee would celebrate his/her religious holiday, subject to working out a revised/new schedule with the employee's supervisor.

- 11.2 An employee required to work on any holiday shall be paid a combination of holiday pay and regular time equivalent to double time for a full shift.
- 11.3 Where a paid holiday falls on an employee's regularly scheduled day off or where a paid holiday falls during his vacation period, such employee shall receive an additional day off in lieu thereof at a time mutually agreed to between the employee and the Company within the subsequent pay period. If the employee, notwithstanding reasonable efforts on their part to take the additional day off in lieu, is unable to do so, the day shall be added to the employee's vacation allotment to be used according to Article 12 – Vacations.
- 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 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:

Years of Service	No. Wks
0-1 year	2 (pro-rated)
1-8 years (inclusive)	3
9-14 years (inclusive)	4
15-24 years (inclusive)	5
25+ years	6

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.

- 12.2 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 May 1 to September 15 of each year, provided the employee chooses this one week in the first round of vacation selection.

- 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. 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 a full time employee, notwithstanding reasonable efforts on their part to take all of their vacation in any year by December 31, has been unable to do so 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 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.
- 12.7 The vacation year shall begin January 1 and end December 31 of the same year.
- 12.8 In any year(s) in which an employee is on a leave of absence, such employee shall have vacation in such year(s) reduced pro rata by the number of days of leave in that year(s).

Article 13 - Sick Leave, Maternity/Parental and Adoption Leave

- 13.1 a) When a full time employee is prevented from performing their duties because of sickness or accident, the Company agrees to pay their full

wages for the first thirty (30) days, and 66.7% of wages thereafter, beginning with the first day of the employee's disability and continuing for so long as such disability shall last, to a maximum of six (6) months' leave for any sick period. If there is a reoccurrence of such sickness or injury within thirty (30) days of return to work, the employee's time off on the immediately preceding short-term leave shall be added to the time off on the current leave. Such payments shall be less any amount received directly or indirectly by the employee from Workers' Compensation Benefits. Wages recovered from a third party in the event of an accident shall be returned to the Company to an amount equal to the sick leave payments made by the Company under this provision.

- b) Medical documentation satisfactory to the Company including a doctor's letter may be required for repeated or extended absences at the Company's request(s) to verify an employee illness, accommodation opportunities or otherwise. 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 Agreement and will not be reduced or discontinued during such term unless by mutual agreement between the Company and the Guild.

13.3 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 Any employee, not on maternity leave, shall be entitled to up to three (3) days leave with pay on the occasion of the birth or adoption of the employee's child. Such leave need not be taken consecutively unless so requested by the employee.
- 13.5 Employees on leave under the provisions of Maternity/Parental leave shall continue to accrue seniority and have access to the benefit program and be entitled to the flex plan credits to contribute toward 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.
- 13.8 The Company shall have available an Employee Assistance Program. This program shall be funded by and be independent of the Company.

Article 14 - Other Leaves of Absence

- 14.1 Upon request in writing, the Company may grant personal Leaves of Absence without pay for good and sufficient cause, provided 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.
- 14.2 No more than two (2) 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 two (2) 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.

- 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 two (2) employees can be off at any one time.
- 14.6 Those persons on a leave of absence under the provisions of Article 14, 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 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 the employee 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. 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 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 (one (1) employee 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 15 - Part-time, Temporary Employees, Summer Replacement Staff and Interns

- 15.1 A part-time employee is one who is hired to work regularly fewer than 28 hours in a work week as provided in this Agreement.
- 15.2 Part-time employees shall receive, when entitled, part time sick leave pay, vacation pay, and statutory holiday pay. Part-time employees may also participate, when eligible, in the medical benefit program.
- 15.3 The probationary period for a part-time employee shall be sixty-five (65) shifts worked by such employee. But in no case shall the probationary period exceed six (6) months from the date of hire.
- 15.4 Part-time employees shall be entitled to the same vacation privileges (pro rated) as regular full-time employees.
- 15.5 Part-time employees will be offered, in order of seniority, any non-scheduled work within their classification for which they have the skills and ability, before a temporary employee is offered such work. The Company shall not be required to schedule a part time employee if the scheduled shift would be at overtime rates.
- 15.6 If a part-time employee becomes a full-time employee, they will be credited with seniority for actual time worked.
- 15.7 a) A temporary employee is one who is employed for a special project or for a specific time, in either case not to exceed twelve (12) months. The Guild shall be notified in writing as to the nature of such project and/or the anticipated length of temporary employment.
- b) Any temporary employee hired to replace a regular employee on a 12-month maternity leave or an unpaid leave of absence of more than six (6)

- months shall become a dues-paying member of the Halifax Typographical Guild in good standing with all the rights and privileges conferred by the Collective Agreement, with the exception of the following: severance pay (Article 7), full-time benefits (Article 13), full-time sick leave (Article 13), seniority protection (Article 3 and Article 5 except that at the end of the term for which the temporary employee has been hired, that employee's termination shall be carried out in good faith by the Company), training (Article 19), other leaves of absence (Article 14) and the letter of intent on sabbaticals.
- c) An employee hired for more than twelve (12) consecutive months or for more than twelve (12) months in a two-year period, shall become a regular employee of the Company, covered by all the terms and conditions of the Collective Agreement.
- 15.8 A temporary employee hired as a full-time or part-time employee shall be credited with seniority for actual time worked since their most recent hire date.
- 15.9 Part-time employees are entitled to the provisions (pro-rated) of Article 8, Classifications and Minimums.
- 15.10 No more than four (4) interns may be used at any one time and for not longer than thirty (30) days or such other time period as required by a recognized educational institution. Interns shall not be used to displace or eliminate any full-time or part-time employee or position. Intern is defined as an unsalaried journalism student in training at the Company.
- 15.11 To qualify for a paid holiday, a part-time employee must:
- a) have worked for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the paid holiday;

b) work their last full scheduled working day before and their first full scheduled working day following the paid holiday, unless absent with reasonable excuse.

15.12 When a part time employee, who has completed their probation period, is prevented from performing their duties because of sickness or accident, the Company agrees to pay their full wages beginning with the first day of disability and continuing for so long as such disability shall last, to a maximum of six (6) days' pay in any year. Such payment shall be less any amount received directly or indirectly by the employee from Workers Compensation Benefits. Wages received from a third party in the event of an accident shall be returned to the Company to an amount not exceeding the sick leave payments made by the Company. An employee may carry over any unused sick days into the next year to a maximum of thirty (30) days.

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 to be verified by receipts.

- 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.

16.2 a) The Company agrees that any employee authorized to use their personal vehicle in the performance of their assigned duties will be compensated at the following rates: 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. The base rate shall be adjusted on an annual basis by the Consumer Price Index of the previous year as published by Statistics Canada.

Compensation for 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.*

- b) 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.
- c) Employees shall use the Company vehicles in priority if a Company vehicle is available.

*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.

- 16.3 The Company in its sole discretion shall determine and supply the equipment necessary to perform the employees' duties. Those employees authorized to work from their homes shall be compensated for approved expenses incurred in the performance of their duties.
- 16.4 The Company shall compensate employees for photographs taken outside of working hours at a price mutually agreed by the employee and the Company. The Company shall acquire first and subsequent publication rights and the employee shall retain copyright unless specifically waived by the employee.

Article 17 - Employee Integrity

- 17.1 An employee's byline or credit line shall not be used over the employee's protest. Whenever possible, factual or substantive changes in material submitted and rewrites of material submitted shall be brought to the employee's attention before publication. If an employee cannot be contacted prior to publication, the employee's byline or credit line shall be removed.
- 17.2 If a question arises as to the accuracy of printed material, whenever possible and if time permits, no correction or retraction of that material shall be printed without prior consultation with the employee concerned. No such retraction shall be printed if the printed material in question is found to be accurate and factually correct.
- 17.3 The Company shall inform an employee whose personal integrity or professional ethics are called into question in a "letter to the Editor" or "Opinion piece". These letters or opinions shall not be printed without full

- consultation with the employee involved. If the printed material in question is found to be accurate and factually correct, such letters to the editor or opinion piece shall not be printed. However, if a letter to the Editor or Opinion piece is printed the employee involved has the right to respond on the same page where it is published.
- 17.4 The Company shall not give up custody of or disclose any knowledge, information, notes, records, documents, films, photographs or tapes or the source thereof, where there are no applicable judges' orders, which relate to news, commentary, advertising or the establishment and maintenance of the employee's sources without prior joint consultation between the employee(s), legal counsel for the Company and a Guild representative.
- 17.5 No employee shall be required to write, take photographs for, or edit/layout advertising products.
- 17.6 It is agreed that the Guild and the Company will meet by December 31 of each year to review the newsroom ethics policy then in effect. Recommendations that may come from said committee that do not infringe on any provision of the Collective Agreement or any provincial statute will be given immediate and serious consideration by the Company.

Article 18 - Miscellaneous

- 18.1 The Company agrees to provide a bulletin board suitably placed in the Editorial department and in each provincial bureau. Only the President or their designate can post or remove material from the boards however the Company shall be permitted to remove material it deems inappropriate.

- 18.2 The Company agrees to keep its plant in a clean, healthful, sufficiently ventilated, properly heated/cooled and properly lighted condition at all times.
- 18.3 Employees shall be free to engage in any freelance work on their own time for other publications where the publication is not in direct competition with these newspapers (eg: Nova Scotia home delivered or provincially produced periodicals), and Company equipment is not used for its creation or transmission. Company permission must be obtained for any work in electronic media, whether being interviewed for job related stories or freelance work.
- 18.4 Employees called to serve on juries or subpoenaed as a Crown/Company witness by any legal court or tribunal, or as a Defence Witness in a criminal trial, shall receive their regular pay during such periods of service, less the amount of jury or witness fees. Any night shift employees called for jury service shall not be required to work on the day or days so spent. Any day shift employees called for night jury service shall not be required to work on the day or days following the night or nights so spent. If the employee is released from jury duty for the day or night three (3) hours or more before the termination of their regular shift, said employee shall report to work within one (1) hour from the time of release as long as the combined jury duty time and work time do not exceed the length of their shift.
- 18.5 Employees shall not be required to cross a picket line if the story can be done over the phone or in some other way, in the opinion of the employee and the Company.
- 18.6 The Company agrees that there will be no lockout and the Guild agrees there will be no strike as defined in the Nova Scotia Trade Union Act during the term of this Collective Agreement.

- 18.7 Employees are entitled to two (2) paid fifteen minute breaks during each scheduled shift.
- 18.8 The Company and the Guild agree to set up a committee to study newsroom ergonomics. The committee will consist of two Company representatives and two Guild representatives. The Company will make every reasonable effort to act upon the recommendations of the committee in a timely fashion.
- 18.9 The Guild shall have at least one (1) employee as well as one (1) alternate employee from the bargaining unit on the Company-wide Occupational Health and Safety Committee.
- 18.10 Whenever the masculine is used in the Agreement, it shall be deemed to include the feminine and the singular shall include the plural, whenever the context so requires.
- 18.11 The Company shall give at least ninety (90) days' notice in writing prior to the implementation of any decision to permanently move a significant number of bargaining unit employees from the current location.
- 18.12 The Company will maintain and enforce a Respectful Workplace Policy as may be amended by the Company from time to time.

Article 19 - Training and Education

- 19.1 If an employee decides to pursue a training or educational program, and it is clear, in the opinion of management, that the Company will directly benefit from the employee's improved knowledge or skill level, the Company will pay a portion, or all of the tuition costs upon successful completion of the course or program.

19.2 Should the Company require employees to attend a course that has direct application to the current job or career development of staff, the Company will pay 100% (one hundred per cent) of the cost of enrolment plus any other expenses incurred by the employee. Time spent on the course shall be with pay in accordance with the straight time and overtime provisions of Article 10, time spent travelling to attend the course shall be at normal straight time pay rates. As an alternative, a flex week may be arranged for an employee engaged in training, with the mutual agreement of the employee, the Guild and the Company.

Article 20 - Labour Management Committee

20.1 A Labour Management Committee shall be established consisting of two (2) employee representatives of the Guild and two (2) Company representatives of the Company.

20.2 The Committee shall concern itself with the following general matters:

(a) Considering constructive criticisms of all activities so that better relations shall exist between the Company and the employees.

(b) Reviewing suggestions from employees, questions on working conditions and service.

20.3 The Committee shall meet at least quarterly or when requested by either party (not to exceed once per month unless mutually agreed).

20.4 The Committee shall not have jurisdiction over wages or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other Committee of the Guild or the Company and does not have the power to

bind either the Guild or its members or the Company to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Guild and the Company with respect to its discussions and conclusions.

- 20.5 The Guild will supply the Company with the names of its Local Executive and representatives on an up-to-date basis.

Article 21 - Grievance Procedure

- 21.1 Should any difference arise concerning the interpretation, application or alleged violation of the Collective Agreement, such difference shall be considered a grievance, provided it is submitted in writing within fifteen (15) calendar days from when the Local Executive – or in the case of a Company grievance, Company – knows or should reasonably have known. Failure to submit a grievance within the fifteen (15) calendar day time limit shall result in the Guild, the Company and the employee(s)' right to grieve the matter being void.
- 21.2 The Guild shall designate a committee of its own choosing to take up with the Company the said difference. The Guild and Company agree to meet within five working days after a request is made in writing stating the nature of the grievance or difference or dispute.
- 21.3 Any issue raised by the Guild shall be initiated in the Department concerned. Any matter involving the interpretation, application or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, which is not satisfactorily settled within 10 days of its first consideration, shall be submitted, after the first 10 days, within 10 days, to final and binding arbitration.

21.4 Grievances, which are not resolved in the grievance procedure, shall be submitted to a single arbitrator from the following list of arbitrators:

- Susan Ashley
- Gus Richardson
- Justice Anne McLellan
- Bruce Outhouse

If the parties are unable to agree on an arbitrator within a period of 10 days from the date on which either party has notified the other in writing of its wish to have a question referred to arbitration, there shall be a draw by the parties from the aforementioned list, and the person whose name has been drawn shall be asked to act as the arbitrator. If the person whose name has been drawn elects not to act as the arbitrator, there shall be another draw amongst the remaining potential arbitrators.

Each party shall be obligated to pay one-half the fees and expenses of the arbitrator (less the payment by the Department of Labour). Neither party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

21.5 It is acknowledged that the qualifications, skills and abilities to perform the job functions satisfactorily are unique to the industry. In grievances involving judgment by management as the employee's qualifications, skills and abilities, the arbitrator shall not reverse or alter the Company decision unless there is conclusive proof that the decision was not made in good faith or contravenes the non-discrimination provisions of this Agreement. The onus of proof shall lie with the Guild to demonstrate the Company's decision violates these provisions.

21.6 Should either party fail to notify the other of its intent to proceed to arbitration within the ten (10) day limit noted in the last line of Article 21.3 above , the grievance shall be deemed abandoned.

Article 22 - Duration and Renewal

22.1 This contract shall commence on the 21st day of November, 2015 and expire on the 20th day of November, 2023, and shall inure to the benefit of and be binding upon the successors and assigns of the Company.

22.2 Within 90 days prior to November 20, 2023, the Company or the Guild may initiate negotiations for a new contract to take effect on November 21, 2023.

22.3 The terms and conditions of this contract (subject to subsection 1) shall remain in effect until such negotiations are lawfully terminated. If such negotiations do not result in a new contract prior to November 20, 2023, the new contract wages shall be made retroactive to November 21, 2023.

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

For the Halifax Typographical
Union, Local 30130

For The Halifax Herald Limited

LETTER OF INTENT #1

Deferred Compensation Leave Plan (Sabbatical)

Part 1 Interpretation

1.1 Definitions In This Plan

“*Account*” means the separate bank account established by the Company pursuant to section 3.2,

“*Agreement*” means the Deferred Compensation Leave Plan Agreement dated _____ between the Company and the Guild establishing the plan,

“*Application*” of an Eligible Employee means the Eligible Employee’s written application to participate in the Plan in the form attached hereto as Schedule “1”,

“*Commencement Date*” of a participant means the date on which the Deferral Period of the Participant commences,

“*Company*” means the Halifax Herald Limited,

“*Deferral Period*” of a Participant means, subject to Part 6, the period of time specified as such in the Participant’s Application, extended pursuant to sections 4.4 and 4.5 as applicable, being of not more than 6 consecutive years’ duration, during which receipt by the Participant of his Specified Percentage of Salary or wages from the Company is deferred in accordance with this Plan,

“*Deferred Capital Amount*” of a participant is a particular time means the total of all salary and wages previously deferred by the Participant pursuant to section 3.1.

“*Earned Income Amount*” of a Participant at a particular time in a year means the Participant’s share of income earned in the year on funds in the Account and on Qualified Investments in which such funds are invested, calculated pursuant to section 3.7 as if the year has then ended,

“*Eligible Employee*” as a particular time means an individual who, in accordance with the Constitution of **CWA-SCA Canada**, is then a member in good standing of the Guild and who is then, and for the period of 12 consecutive months immediately preceding the particular time has been, employed by the Company. The Plan is not intended to provide benefits to participants on or after retirement.

“*Guild*” means the Halifax Typographical Union Local 30130,

“*Investment Fees*” for a period means actual management fees paid by the Company in respect of the period to an arm’s length third party for the purpose of investing funds in the Account pursuant to section 3.2, to the extent reasonable as certified by the Guild,

“*Leave of Absence*” of a participant means the period of a leave of absence from the Participant’s employment by the Company, specified as such in the Participant’s Application, being, at the Participant’s election, of either 6 consecutive months’ or 12

consecutive months' duration, and commencing immediately after the Participant's Deferral Period, in any event not exceeding 6 years after the commencement date,

"Participant" means an Eligible Employee whose Application has been approved by the Company, who has not withdrawn from the Plan, and whose Leave of Absence has not been completed,

"Plan" means this Deferred Compensation Leave Plan, as amended from time to time in accordance with its terms,

"Qualified Investments" means a) short-term debt instruments of or guaranteed by the Government of Canada or the government of a province or territory of Canada, b) short-term paper or certificates of deposit of or guaranteed by Canadian chartered bank, c) short-term guaranteed investment certificates issued by a trust company to which the Trust Companies Act (Canada) applies, and d) such other high quality securities as the Guild approves by notice given to the Company.

"Specified Percentage" of a Participant means a percentage of the amount of salary of wages that the participant would normally receive in that year not to exceed 33 1/3% per year or such lesser percentage per year as is specified as such in the Participant's Application, as amended from time to time by agreement between the Company and the Participant, and

"Tax Act" means the Income Tax Act (Canada).

1.2 Construction in this Plan, except as otherwise expressly provided or as the context otherwise requires, the following rules of construction will apply:

- a) accounting terms not otherwise defined have the meanings assigned to them, and calculations are to be made, in accordance with generally accepted Canadian accounting principles;
- b) a reference to currency means Canadian currency;
- c) a reference to an entity includes an entity that is a successor to such entity;
- d) persons are deemed not to be dealing "at arm's length" with one another if they would not be dealing at arm's length with one another for purpose of the Tax Act;
- e) words importing the masculine gender include the feminine or neutral, words in the singular include the plural, and vice versa;
- f) a reference to a year means a calendar year;
- g) a reference to a statute includes every regulation made pursuant thereto, all amendments to the statute or to any such regulation in force from time to time; any such statute that supplements or supersedes such statute or any such regulation.

Part 2 Application

2.1 Application: An Eligible Employee who wishes to participate in the Plan must submit to the Company a completed Application therefore not less than 30 days before he proposed Commencement Date.

2.2 Approval in Order Received: Subject to section 2.3, the Company will approve Applications in the order that they are received by it pursuant to section 2.1.

2.3 Limitation – Concurrent Absences: An Application will not be approved if, on the assumption that the applicant and all Participants will take their Leaves of Absences as proposed, it would result in the overlap for any period of Leave of Absence for the applicant and more than 5 Participants. For this purpose the Company will maintain, keep up to date and make available for inspection by Eligible Employees, Participants and the Guild a schedule of approved Leaves of Absence, or so adjusted.

2.4 Notice: Not less than 10 days before the Commencement Date proposed in each Application received by it pursuant to section 2.1, the Company will notify the Applicant and the Guild that the Application has been approved or has been denied and, if denied, the basis therefore under the Plan.

2.5 Participation Voluntary: No employee of the Company is required to participate in this plan.

Part 3 Funding

Funding for Leaves of Absence will be on the following terms:

3.1 Compensation Deferred: During each Participant's Deferral Period, the Company will, in addition to withholding amounts otherwise required by law to be withheld, withhold, from the total salary and wages, calculated before tax and any such other amounts are deducted, that it would otherwise pay to the Participant from time to time in respect of services rendered by the participant to the Company during his Deferral Period, the Participant's Specified Percentage thereof.

3.2 Investment of Deferred Compensation: The Funds withheld by the Company in accordance with section 3.1 from each participant's salary or wages, together with income earned thereon from time to time (until paid out in accordance with this Plan), will be pooled with funds so withheld from time to time from other Participants and income thereon in a separate account established for the purpose by the Company with a Canadian chartered bank, and will be invested and reinvested by the Company in Qualified Investments.

3.3 Funds Not Mixed: The Company will deal with funds in the Account, Qualified Investments in which such funds are invested and income earned thereon only as provided in this Plan and, without limiting the generality of the foregoing, will not mix its own or any other funds with funds in the Account or use funds in the Account for its own or any other purposes.

3.4 Registered Ownership: All Qualified Investments from time to time held by the Company pursuant to this Plan will, unless the Guild approves the notice given to the Company, be registered in the name of the Company as trustee for the Participants.

3.5 Investment Fees: The Company will fully disclose to the Guild all material particulars of investment fees paid by the Company for the purpose of investing funds in the Account pursuant to section 3.2, and will be entitled to reimburse itself out of funds from time to time held in the Account for Investment Fees. The Company will bear all other expense of administering the Plan.

3.6 Annual Distribution of Income: By the end of each calendar year the Company will distribute to each person who was a Participant at the end of said calendar year that person's Earned Income Amount for that year, calculated as provided in Section 3.7.

3.7 Earned Income Amount: A Participant's Amount: A Participant's Income Amount for a year is that proportion of

a) the amount by which

i) income earned and accrued by the Company in the year on funds in the Account and on Qualified Investments in which such funds are invested (without deducting Investment Fees) exceeds

ii) the total of the Investment Fees of the year and amounts distributed to Participants pursuant to subparagraph 4.2 b) i) and paragraphs 4.5 b), 6.1 b), 6.2 b) and 6.3 b) before the end of the year that

b) the total of the amounts withheld from the Participant before the end of the year pursuant to section 3.1 less amount distributed to the Participant pursuant to paragraph 4.2 a), subparagraph 4.2 b) ii), or paragraph 4.5 a), 6.1 a), 6.2 a) or 6.3 a) before the end of the year is of

c) the total of all amounts withheld from Participants before the end of the year pursuant to section 3.1 less all amounts distributed to Participants pursuant to paragraph 4.2 a), subparagraph 4.2 b) ii), or paragraph 4.5 a), 6.1 a), 6.2 a) or 6.3 a) before the end of the year.

3.8 Entitlement to Payment: All amounts to which Participants are entitled pursuant to section 3.6 in respect of a year will become payable to them on the last day of the year, and until paid will be treated as liabilities of the Company.

3.9 Reporting to Participants: Within 30 days after the end of each year, the Company will report to each person who was a participant during the year as to the Participant's Deferred Compensation Amount at the end of the year (after the distribution required by section 3.6), the Investment Fees for the year, and each of items a) to c) specified in section 3.7.

Part 4 Taking the Leave of Absence

The taking of Leave of Absence will be governed by the following rules:

4.1 Timing of Leave: Each Participant will take his leave of absence immediately after his Deferral Period, in any event not exceeding 6 years after the Commencement date.

4.2 Manner of Payment During Leave: Each Participant will, not less than 30 days before his Leave of Absence, by notice given to the Company to elect to receive, subject to section 4.3,

a) his Deferred Capital Amount and Earned Income Amount at the end of his Deferral Period as a lump sum payment upon commencement of the Leave of Absence, or

b) i) his Earned Income Amount at the end of his Deferral period as a lump sum payment upon commencement of the Leave and Absence and

ii) a payment within 30 days after the end of each whole month that falls within the period that begins on the first day of the Leave of Absence and ends on the earlier of A) the last day of the Leave of Absence, and

B) November 30th of the first calendar year that begins after his Deferral period, equal to the total of

C) the quotient obtained when his Deferred Capital Amount at the end of his Deferral Period is divided by the number of whole months that fall within that period, and
D) the Participant's share of income earned in the month on funds in the Account, equal to his Earned Income Amount calculated pursuant to section 3.6 as if the year had ended on the last day of the month, and the Company will make payments to the Participant in accordance with his election.

4.3 Amounts Paid During Leave: The amount paid to the Participant during his leave of Absence will be net of any amounts deducted under section 5.1.

4.4 Limitation: Throughout his Leave of Absence a Participant will not receive any salary or wages from the Company, or from any other person or partnership with which the Company does not deal at arm's length, except as provided in this Plan.

4.5 Company's Right to Postpone Leave: If the Company is unable to obtain a suitable replacement for a Participant for the period of a Leave of Absence specified by the Participant, the Company, by notice given to the Guild and to the Participant not less than 6 months before his Leave of Absence, may, with the agreement of the Guild, postpone the Participant's Leave of Absence on one occasion only for a period of up to one year as specified in the notice, provided that commencement of the Participant's Leave of Absence will not thereby be postponed to a date later than 6 years after the Commencement date.

If a participant's Leave of Absence is so postponed the Participant may choose to remain in the Plan or may by notice given to the Company withdraw from the Plan, in which case the Participant will be considered to have thereupon withdrawn from the Plan, and the Company will within 30 days after notice is so given pay to the Participant in one lump sum payment the total of}

- a) his Deferred Capital Amount, and
- b) his Earned Income Amount on the day notice is given

4.6 Participant's Right to Postpone Leave: A Participant may on one occasion only, by notice given to the Company not less than six months before his Leave of Absence, postpone his Leave of Absence for up to one year, provided that commencement of the Participant's Leave of Absence will not thereby be postponed to a date later than 6 years after the Commencement Date.

4.7 Leave of Absence: Each Participant's Leave of Absence will immediately follow his Deferral period.

4.8 Position on Return: The parties expressly agree that upon completion of a Participant's Leave of Absence the Participant will return to his employment with the Company in the same position and with all wage scales and benefits accumulated to the date of return, and thereafter will remain the employ of the Company for a further period of not less than the period of the Leave of Absence.

4.9 Deemed Election: A Participant who fails to make an election required by section 4.2 will be deemed to have made an election under paragraph 4.2 a)

Part 5 Fringe Benefits

The provision of fringe benefits to a Participant during his Leave of Absence will be as follows:

5.1 Sick Leave: Sick leave will not apply to a Participant during his Leave of Absence, but will apply on completion of his Leave of Absence.

5.2 Vacation Entitlement: Vacation entitlements accumulated by the Participant to his Commencement Date may be taken before or after his Leave of Absence.

Part 6 Withdrawal

6.1 Upon Termination of Employment: If for any reason a Participant ceases to be employed by the Company, he will be considered to have thereupon withdrawn from the Plan, and within 30 days after such withdrawal the Company will pay to the Participant in one lump sum payment the total of

- a) his Deferred Capital Amount, and
- b) his Earned Income Amount on the dates of withdrawal.

6.2 By Consent: In extenuating circumstances, such as undue hardship or financial hardship, when the Guild and the Company agree that such action is warranted, a Participant may withdraw from the Plan upon giving written notice to the Company of his intention to do so not less than 6 months before the date on which the Participant's Leave of Absence is scheduled to commence. Under no circumstances may the Plan be used as a means of deferring income tax rather than allow the employee to fund a Leave of Absence. Within 30 days after such a withdrawal, the Company will pay to the Participant in one lump sum payment the total of

- a) the Participant's Deferred Capital Amount, and
- b) his earned Income Amount on the date of withdrawal.

6.3 Upon Death: If a participant dies, he will be considered to have thereupon withdrawn from the Plan, and the Company will within 30 days after receiving from the Participant's legal representatives notice of such death, pay to the Participant's estate in one lump sum amount the total of

- a) the Participant's Deferred Capital amount, and
- b) the Participant's Earned Income Amount on the date of death, subject to the Company receiving necessary clearances and proofs lawfully required for such payment.

Part 7 Temporary Suspension of Deferral Period

7.1 Notice to Suspend: A Participant may, on one occasion while he is participating in the Plan, by written notice given to the Company not less than 30 days before the proposed suspension stating that he wishes to suspend his Deferral Period for a period of not less than 6 months and not more than 12 months, in which case section 3.1 will not apply to the Participant during the period of suspension.

7.2 Reinstatement: If a Participant has given written notice in accordance with section 7.1, the Participant's participation in the Plan will be reinstated commencing on the first day of the month which immediately follows the period during which the participation has been suspended.

Part 8 Administrative Provisions

8.1 Extensions: The Company may by notice given to affected Participants extend any time limited imposed on it by this Plan for the distribution of funds, except those imposed by sections 3.6 and 4.2, to the extent necessary as certified by the Guild to permit the liquidation of Qualified Investments.

8.2 Amendments: The Plan may be amended by unanimous written agreement made among the Company and all Participants, provided that no amendment to the Plan may be made that will adversely affect its status as a prescribed plan or arrangements as described in section 6801 of the Regulations under the Tax Act.

8.3 Withholding: The Company will deduct from all amounts otherwise payable to any Participant pursuant to this Plan all amounts required by Law to be withheld and paid by the Company for or on behalf of the Participant.

8.4 Other Tax Compliance: The Company will comply with all other tax laws that apply to or in relation to the Plan including filing tax returns as and when required, making appropriate designations of income to Participant's, and distributing to Participants tax information slip as and when required.

Part 9 General Provisions

9.1 Notice: Any notice, communication, payment or demand required or permitted to be given or made hereunder will be sufficiently given or made for all purposes if delivered personally to the person to whom it is directed or if sent by ordinary first class mail within Canada, postage prepaid, addresses as follows:

a) if to the Company, to the Halifax Herald Limited

b) if to the Guild, to the Halifax Typographical Union Local 30130

c) if to the Participant, to the most recent address of the Participant as it appears in the records of the Company.

9.2 Deemed Receipt: Except as provided in section 9.3, a document sent by mail will be deemed to be received on the fourth business day after the day in which it is deposited in a regularly maintained receptacle for the deposit of mail in Canada addressed as provided in section 9.1.

9.3 Mail Disruption: In the event of mail disruption, strike or interruption in Canadian postal service after mailing and before receipt of deemed receipt of a document, it will be deemed to have been received on the sixth business day following full resumption of the Canadian postal service.

9.4 Change of Address: The Company may change its address by giving written notice of such change to all Participants, and a Participant may change his address by giving written notice thereof to the Company.

9.5 Dispute Resolution: Any dispute in respect of the interpretation of this Plan will be submitted for determination under the Grievance Procedure.

9.6 Binding Effect: This plan will be binding upon and ensure to the benefit of the legal representatives of the Participants and the successors of the Company.