

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

**MAY 3, 2017 PROPOSAL  
OPTION B VERSION**

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## **Contract**

THIS AGREEMENT made this ● day of May, 2017 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 (“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 LRB Order #4713, and the position of assignment editor. Notwithstanding the foregoing, the Board Certification Order and LRB Order #4713, page production does not fall within the jurisdiction of the Guild. For clarity, all newsroom content creation, including primary editing and quality control, remains in the jurisdiction of the Guild. The Company may assign to non-Guild employees the curating, assembling, editing, updating, enhancing, publishing and promoting of all digital content and any of the following associated tasks:

- a) Adding text, photos, video and any other content to any digital platform;
- b) Monitoring information sources, including other news providers, to alert the Company to stories and ensure top news is presented in an attractive and timely manner;
- c) Writing appropriate headlines, captions and other supporting material;
- d) Producing and scheduling basic social media postings;
- e) Sourcing photos, including from the Company archive and social media;
- f) Sending news alerts, including by push notification;
- g) Monitoring site analytics; and
- h) Modifying images to control display.

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, subject to the exclusion of Article 1.1 and of page production and posting to all digital platforms and all related tasks as defined above. It is agreed that during the term of this Agreement, work now being performed by such employees will be assigned only to employees covered by this Agreement. Work resulting from the application of new technology, method or procedure introduced into the unit, which is an evolution of work normally or at present performed by employees in the unit shall be assigned to employees covered by this Agreement.

- b) (i) For the purposes of clarity, it is agreed that the foregoing shall in no way interfere with work currently or normally performed by management, but such work practices shall not be increased so as to result in the loss of employment of a full-time or part-time employee or replacement of same by management. The Company shall not contract out work, where such contracting out results in the termination or layoff of full-time or part-time employees, or reduces their regularly scheduled work day or regularly scheduled work week or results in the loss of a full-time or part-time position.

- (ii) The definition of position in Articles 1.2(b)(i), 1.3(c), and 15.10 is as follows:

Position shall be defined as the duties and functions of a bargaining unit job were it not for attrition, layoff, retirement, buyout, discharge for just cause, or death.

- 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 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 and classify 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 and efficiency and to discipline, suspend and discharge employees for just cause;
  - d) to select and determine the number and type of employees required, determine the number of hours per day or week that operations shall be carried on, and to establish or change work schedules;

- e) To establish the requirements for all positions and to determine the skills and abilities of all staff required to meet those requirements;
- f) to establish or continue policies, practices and procedures for the conduct of business, and to change or amend them from time to time;
- g) to determine the methods and materials to be used, discontinue processes or operations of the Company, and determine the fact of lack of work, and to sub-contract work;
- h) to publish the newspaper on any day so desired whether it may be a holiday or not;
- i) 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; and
- j) 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.

### **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 commencing work 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 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 this 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 No employee shall be required by the Company to transfer to another city/location outside HRM, whether in the same enterprise or in other enterprises conducted by the Company, or by a subsidiary, related or parent Company of the Company, without the employee's consent and payment of all reasonable transportation and other moving expenses (outside HRM only) of himself/herself and immediate family. An employee shall not be penalized for refusing to accept a transfer. Notwithstanding the above, should the Company post a vacant Company position outside the HRM and no applicants with appropriate skills, abilities and

qualifications for the vacant position apply, the Company will select the most junior person in the classification with the requisite skills, abilities and qualifications required for the move. The Company agrees that all reasonable moving expenses for the transferred employee and their immediate family will be paid for by the Company. 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.
- 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 step(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 lower classification, the employee shall be paid at the highest pay rate in the classification into which they have transferred.
- 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 of this Agreement. 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. Probationary employees will not have access to the grievance/arbitration process when it comes to dismissal so long as the Company acts in good faith. The probation period may be extended by mutual agreement of the Company and the Guild. 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 shall be dismissed in each classification on the basis of the reverse order of their seniority, provided the skills, ability and qualifications of the employees concerned are relatively equal and provided the remaining employees have the skills, ability and qualifications to perform the work required.
- b) In the event of lay-off, the Company agrees to give the Guild and the affected employees a minimum of 30 calendar days' notice of any such contemplated reduction in the work force.
- i) After the first 10 days of notice within the subsequent five days an employee who is laid off may elect to bump into another classification provided the employee has at least equal qualifications, skills and abilities to perform the job as the employee whose job is being claimed 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) business 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) business 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 calendar days of the notice period, the Company may offer buyouts to employees in the classification(s) impacted and shall consider any job sharing or modified work week requests from employees, such buyouts to be entered into after discussion with the Guild.
- 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) business 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) calendar 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) calendar 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 highest pay rate in 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 Agreement in keeping with Article 22 - Duration and Renewal.
- 5.5 There shall be no dismissal or other discrimination against an employee because of their membership or activity in the Guild and as provided by the Human Rights Act and the Trade Union Act as may be amended from time to time.
- 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 No full-time employees employed with the Company on Nov. 21, 1999, shall suffer loss of employment solely as a result of the introduction of new equipment or new processes. 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 shall receive severance pay equal to one and three quarter weeks' pay for every twelve (12) months of continuous service or major fraction thereof with the minimum payment of two (2) weeks' basic salary but not in excess of fifty-two (52) weeks' pay, and while receiving severance pay shall remain 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 terminate if a laid off employee does any work in or receive any income from the media industry. For the purpose of this Article 7.2 "media industry" means anyone who sells (or seeks to sell) advertising, subscriptions, or to generate an audience (such as CBC Radio) where in print or any other media, including digital, and which is primarily distributed or is available and accessible to audiences in Nova Scotia.
- 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 cases of:
    - i. leaves of absence the Guild has reimbursed in accordance with Article 14.6, and
    - ii. Pregnancy or Parental Leave granted under this Agreement;

- b) Any period of layoff while the employee remains on the recall list; and
- c) Any period while on work stoppage.

## 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 this Agreement.

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Year			1%	1%	1.5%	1.5%	2%	2%	2%
<i>Newsroom Support</i>	Start	37,024	37,394	37,768	38,335	38,910	39,688	40,482	41,291
Administrative Clerk	Year 2	38,688	39,075	39,466	40,058	40,658	41,472	42,301	43,147
Library Technician	Year 3	40,331	40,735	41,142	41,759	42,385	43,233	44,098	44,980
	Year 4	41,995	42,415	42,839	43,482	44,134	45,017	45,917	46,835
	Year 5	43,659	44,096	44,537	45,205	45,883	46,801	47,737	48,691
Multimedia Journalist	Start	36,400	36,764	37,132	37,689	38,254	39,019	39,799	40,595
	Year 2	39,312	39,705	40,102	40,704	41,314	42,141	42,983	43,843
	Year 3	43,222	43,655	44,091	44,753	45,424	46,332	47,259	48,204
	Year 4	49,712	50,209	50,711	51,472	52,244	53,289	54,355	55,442
	Year 5	56,202	56,764	57,331	58,191	59,064	60,245	61,450	62,679
	Year 6	62,670	63,297	63,930	64,889	65,862	67,180	68,523	69,894
	Year 7	69,160	69,852	70,550	71,608	72,682	74,136	75,619	77,131
Editorial Writers	Start	66,498	67,163	67,834	68,852	69,884	71,282	72,708	74,162
	Year 2	69,826	70,524	71,229	72,298	73,382	74,850	76,347	77,874
	Year 3	73,154	73,885	74,624	75,743	76,879	78,417	79,985	81,585
	Year 4								
<i>Lead Editors</i>	Start	71,822	72,541	73,266	74,365	75,480	76,990	78,530	80,101
Assistant Photo Editor	Year 2	74,485	75,230	75,982	77,122	78,278	79,844	81,441	83,070
Digital News Editor	Year 3	76,482	77,246	78,019	79,189	80,377	81,985	83,624	85,297
Section Editors	Year 4	79,810	80,608	81,414	82,635	83,875	85,552	87,263	89,008
Assistant Sports Editor									

- 8.2 The Company shall determine the level at which a new hire is placed on the wage grid.
- 8.3 All staff hired after ratification shall receive a minimum pay that is 8% lower than the posted minimums above. Employees will move through the wage grid according to Article 8.1 of this Agreement and their salary will reflect the 8% differential in each level.

### **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 Agreement.
- 9.2 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.
- 9.3 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 \$23.00 in Year 1 of this Agreement (increased by wage adjustment percentage in each year thereafter) for such shift.

- 9.4 Should the Company create a new job coming within the jurisdiction of the Guild, the Company shall establish compensation that is consistent with the existing wage schedule of this Agreement.
- 9.5 All employees covered by this Agreement will be paid biweekly.
- 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 Agreement.
- 9.7 A night shift premium of \$1.40 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.

## **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.
- 10.2 The standard work week shall consist of a five-day 37.5-hour work week or a four day 37.5 hour work week. The five day 37.5-hour work week shall consist of five shifts of 7.5 hours falling within no more than 8.5 hours. The four day 37.5-hour work week shall consist of four shifts of 9 hours and 23 minutes falling within no more than 10 hours and 23 minutes. Flex time hours may be worked when necessary with the approval of the Company, Employee and the Guild. This Article 10.2 shall apply to all part-time employees as well.

The full-time employee schedule will be posted four weeks in advance. Changes to the posted full-time schedule necessary due to operational

requirements can be made on forty-eight (48) hours' notice to affected employee(s) due to operational requirements or, with the agreement of the employee(s), on less notice.

- 10.3 a) i) All authorized work performed in excess of the 7.5 hour shift or 9 hour 23 minute shift 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) 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. 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 six (6) months. The Company shall make reasonable efforts to allow the employee to take banked overtime when the employee requests it. If an agreement between the Company and employee for such time off cannot be reached, overtime will be paid. 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) Employees are entitled to two (2) paid fifteen minute breaks during each scheduled shift.
- d) 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 paid meal break.
- e) The Company shall cause a record of all overtime to be kept for at least twelve (12) months.

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 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. A half-hour paid meal break shall be provided after 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-day workweek, shall be at time and one half, and work on the sixth or seventh shift shall be compensated at double time. Night shift differentials or any other premium shall not be affected by overtime rates.
- 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 Multimedia Journalist to clarify the Multimedia Journalist's work. 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. Where an employee, who is directed to work such overtime, has an obligation/reason that conflicts with working the overtime, and the

employee informs management of the obligation/reason and requests that other employees who are qualified to do the work be canvased and another employee be assigned to work the overtime, such request shall not be unreasonably denied.

## **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 their 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:

<b>Years of Service</b>	<b>No. Wks</b>
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 requirements. 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 1 to September 15 of each year, provided the employee chooses this one week in the first round of vacation selection. Subject to operational requirements reasonable efforts will be made to allow this one week to be taken during July/August.

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 an 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 can 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. 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 any leave, including sick leave, in excess of 6 days (cumulative), 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 The Company shall have available an Employee Assistance Program. This program shall be funded by and be independent of the Company.
- 13.2 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.

- 13.3 The Company agrees that the Employer Benefit Contributions will remain in effect during the term of this Agreement and will not be reduced or discontinued during such term unless by mutual agreement between the Company and the Guild. Any unused flex credits may be redeemed in accordance with the flex credit claims process with receipts submitted before March 31, 2018, and thereafter will not be redeemable.
- 13.4 Employees shall be granted Pregnancy and Parental Leave as defined under provincial legislation subject to eligibility requirements under the Labour Standards Code and Regulations. The 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.
- 13.5 Any employee, not on Pregnancy or Parental 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.
- 13.6 Employees on leave under the provisions of Pregnancy or Parental Leave shall continue to accrue seniority and have access to the benefit program and be entitled to the Employer Benefit Contributions 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.

- 13.7 Employees returning from Pregnancy or Parental Leave are deemed to have used up all vacation entitlements 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 Pregnancy or Parental Leave.

#### **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. 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).
- 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. 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 3, 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 Guild 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 Agreement shall not constitute a break in seniority for the purposes of layoffs. However, service for the purpose of earning vacation entitlement for the year will not accrue during the leave. Nevertheless, where the Guild reimburses the Company for vacation accrual, the Company shall provide the full vacation entitlement.



- 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 compassionate 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 30 hours in a work week as provided in this Agreement.
- 15.2 Part-time employees shall be covered by all the terms of this Agreement. They shall advance on the schedule of minimum salaries pro-rated according to hours actually worked, expressed in terms of 1950 hours per year. They shall receive, when entitled, overtime (in excess of 37.5 hours per week) part time sick leave pay, vacation pay, statutory holiday pay and night shift differential. 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 Agreement, with the exception of the following: severance pay (Article 7), full-time benefits and 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 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 and temporary employees shall not be employed where such employment would substitute for, eliminate, or displace a regular employee 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.

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. The Company will require 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 (excluding private use and mileage to and from work) will be compensated at the following rates:

<b>Years</b>	<b>Rate (under 5,000 km/yr)</b>	<b>Rate (over 5,000 km/yr)</b>
<b>1-2</b>	\$0.45	\$0.38
<b>3-4</b>	\$0.47	\$0.42
<b>5-6</b>	\$0.49	\$0.43
<b>7-8</b>	\$0.51	\$0.45

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.

- b) All multimedia journalists 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 Company vehicles when available when traveling to assignments more than 50 kilometers away from the Company office. Two or more employees traveling to the same assignment shall make best efforts to travel in the same vehicle.
- 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 this Agreement or any provincial statute will be given immediate and serious consideration by the Company.

## **Article 18 - Miscellaneous**

- 18.1 A bulletin board will be made available for the exclusive use of the Guild for the posting of official notices in the Editorial department and in each provincial bureau. Approval of the Company must be received prior to posting.

- 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 (e.g.: 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.
- 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 Agreement.



- 18.7 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.
- 18.8 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.
- 18.9 Whenever the masculine is used in this Agreement, it shall be deemed to include the feminine and the singular shall include the plural, whenever the context so requires.
- 18.10 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.
- 18.11 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.

- 19.3 Where an employee requests attendance at a course or seminar that has only limited job application but nevertheless some element of professional development, and where prior approval of the Company has been obtained, the Company will pay 50% (fifty per cent) of the cost of the program. Time spent on the course may be with pay.

## **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 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 this 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 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.

21.6 Whenever a stipulated time is mentioned under this Article, the said time may be extended by mutual consent of the parties in writing.

## **Article 22 - Duration and Renewal**

22.1 This contract shall commence on the ● day of May, 2017 and expire on the ● day of May, 2025, 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 May ●, 2025, the Company or the Guild may initiate negotiations for a new contract to take effect on May ●, 2025.

22.3 The terms and conditions of this contract (subject to subsection 1) shall remain in effect until such negotiations are lawfully terminated.

Signed by the parties this \_\_\_\_\_ day of May, 2017.

For the Halifax Typographical  
Union, Local 30130

For The Halifax Herald Limited

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## 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) person 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 30<sup>th</sup> 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.