



# Collective Bargaining Agreement

between

**Western Producer Publications  
Partnership**

and

**Grain & General Services Union  
(ILWU • Canada)**

covering employees of

Western Producer Publications Division  
GSU Bargaining Local 5

Effective August 1, 2013 – July 31, 2016

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*Please note that changes new to the agreement are printed in red.*

# Collective Agreement

entered into this fourteenth day of January, A.D. 2014

BETWEEN:

Western Producer Publications Partnership, Hereinafter called THE COMPANY

and

The Grain & General Services Union (ILWU • Canada), Hereinafter called THE UNION.

*Witnesseth:*

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## ARTICLE 1 – SCOPE AND DEFINITIONS

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THE COMPANY recognizes THE UNION for the duration of this Agreement as the sole bargaining agent for the purpose of collective bargaining in respect to wages and other conditions of employment on behalf of the Company's employees within the following bargaining unit:

All persons engaged in Saskatchewan, Alberta, Manitoba and Ontario as office workers and editorial staff by Western Producer Publications, except the incumbents of the following positions: Publisher; Editor and Deputy Publisher; Manager, Business Analysis; Managing Editor; News Editor; Manager, Production and Creative Services; Farm Management Editor; Advertising Director; Marketing Director; Digital and New Media Marketing Manager; Controller; Office Manager/Administrative Coordinator; Private Secretaries; and Casual Employees.

### DEFINITIONS:

1. SENIORITY -- shall be defined as all service with the Company excluding casual and/or temporary service, unless such service is continuous with subsequent service.
  - a) Accrual -- Seniority shall continue to accrue up to a maximum of one year during Maternity Leave, Child Care Leave, Union Leave, unpaid Sick Leave, Disability Leave, Workers' Compensation Leave, or lay off due to technological change adjustment.

- b) Maintenance of Seniority -- Seniority shall be maintained but shall not accrue during lay off other than due to position elimination as set out in Article 15, or leave of absence without pay other than that referred to above, in paragraph a).
- c) Loss of Seniority -- An employee shall forfeit seniority only for resignation or termination of service. Seniority accumulated prior to such resignation or termination shall be forfeited unless reinstated by the parties hereto, or a Board of Arbitration referred to in Article 7, hereof, or such other appropriate authority.

2. SERVICE WITH THE COMPANY - Service shall not include periods of casual employment. If employment with the Company is broken by resignation or termination of employment, service prior to such resignation or termination shall not be included in computing service with the Company. Temporary employment shall be considered as service with the Company only when it is continuous with subsequent regular employment.

3. TEMPORARY EMPLOYEE - means an employee hired for a period of employment of less than ninety (90) days unless such period of employment is extended by mutual agreement between the Company and the Union.

4. CASUAL EMPLOYEE - means

- a) An employee engaged on a partial day and/or week on an irregular basis, or
- b) An employee engaged on a regular working day basis for a specific period not expected to exceed twenty (20) working days.
- c) The Company shall not use any system of consecutive hiring of casuals to avoid the hiring of employee(s) covered in the Collective Agreement.

Casual employees found to have worked in category (b) for the major part of two (2) pay periods shall be considered probationary employees with time served applied to the probationary period.

5. PROMOTION -- shall mean the movement of an employee from a position to a position bearing a higher pay structure.

6. DEMOTION -- shall mean the movement of an employee from a position to a position bearing a lesser pay structure.

7. TRANSFER -- shall mean the movement of an employee from a position to another position bearing the identical pay maximum.

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## **ARTICLE 2 - SPIRIT AND INTENTION**

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The spirit and intention of this Agreement is to maintain good and amicable relations between the Company and all of its employees covered by this Agreement, so that the solution of all matters pertaining to conditions of employment may be arrived at by consultation and agreement between the parties hereto, and this Agreement is in no sense to be taken as a discouragement to direct negotiations where a solution can be reached by such means without having recourse to the bargaining procedure hereinafter provided.

The parties to this Agreement are committed to providing high standards of service and information to customers. Since the income and security of employees and the Company depend on meeting these standards in competitive and changing markets, the purpose of this Agreement is to establish employment conditions that support successful achievement of these results.

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## **ARTICLE 3 - RECOGNITION**

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1. The Union recognizes that the Company has sole authority to manage its affairs, to direct its working forces, including the right to hire, to fix wages within the terms of Article 26, Schedule A hereinafter referred to, to transfer, promote, demote and to suspend or discharge any employee for just cause, and to increase or decrease the working force of the Company, to reorganize, close, disband any Department or Sections thereof from time to time as circumstances and necessity may require, subject to the right of any employee concerned to lodge a grievance in the matter and to the extent hereinafter provided.
2. The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities and to make and alter from time to time, the rules and regulations to be observed by the employees, not inconsistent with the terms of this Agreement.

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## **ARTICLE 4 - COMPANY RELATIONS**

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1. It is understood and agreed, inasmuch as the Company recognizes the Union as the employees' bargaining agency, as evidence of good faith, the Union assumes responsibility for its members in their relations with the Company and will use its best efforts to have the employees'

responsibility under the contract carried out in letter and spirit and to have its members deliver a fair day's work as called for by the position involved and the reasonable orders of the Company.

2. The Company will not discriminate in its hiring and employment practices against persons by reason of age, race, creed, sex, nationality, ancestry or place of origin, political affiliation, union activity, marital status, sexual orientation or physical disability.

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## ARTICLE 5 - MAINTENANCE OF MEMBERSHIP

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1. With respect to employees who work in Alberta, Manitoba and Ontario the Company agrees that as a condition of employment, membership dues or sums in lieu will be deducted from the wages earned by employees in the following categories:

- a) All employees for whom the Union has bargaining authority under this collective agreement, and
- b) All new employees under this collective agreement, as of their first complete pay period following commencement of employment.

2. The Union asserts its right with respect to employees who work in Saskatchewan, to require that every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of their employment, apply for and maintain membership in the Union, as a condition of employment, provided that any employee in the appropriate bargaining unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union;

3. Membership dues or sums in lieu so deducted from salaries shall be paid monthly to the General Secretary of the Union within fifteen (15) calendar days following completion of the last payroll period in the calendar month, remittance to be supported by information with respect to each individual employee, including the period covered by the remittance for that employee.

4. The Company shall furnish the General Secretary of the Union with staff change lists monthly, which shall include the name, location, classification, grade, salary, and effective date of all staff changes, including new hires.

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## ARTICLE 6 - GRIEVANCES

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The Company and the Union agree that it is most desirable to resolve misunderstandings and disputes through discussions between the employee and the supervisor, and both the Company and the Union shall encourage employees to discuss their complaints with their supervisors so as to resolve differences quickly and directly without necessarily having to resort to the following formal process:

Formal grievances, whether individual or executive, shall be raised within thirty (30) days of the date on which the grievance becomes apparent, or ought to have become apparent. Grievances shall be in writing on the approved grievance form and shall be dealt with in the following manner without stoppage of work:

STEP 1 - The grievance shall be taken up with the employee's out-of-scope Manager, who shall render a decision within three (3) working days of the receipt of the grievance. Executive grievances (those submitted by the Union organization rather than by an individual) and grievances which involve a dismissal or a suspension in excess of seven (7) calendar days, shall dispense with Step 1.

STEP 2 - Within seven (7) days of the receipt of the decision in Step 1 in the case of individual grievances, or within thirty (30) days of the date on which the grievance became apparent or ought to have become apparent in the case of executive grievances, the grievance shall be taken up with the Management Designate, as specified by the Publisher from time to time, who shall render a decision within seven (7) working days.

In grievances which involve a dismissal or a suspension which exceeds seven (7) calendar days, the Company and the Union may combine steps two and three of the grievance procedure to expedite the matter.

STEP 3 - In the event that a decision is not rendered within seven (7) working days, or the decision does not lead to resolution in the view of the parties, the General Secretary of the Union or designate shall immediately consult with the Publisher of Western Producer Publications or designate. If settlement is not achieved within a further fourteen (14) working days it may be submitted to arbitration as hereinafter provided for.

STEP 4 - A grievance is referred to arbitration by either party giving notice to the other in writing of their intention to do so. Such written notice shall be given within ten (10) working days of the receipt of decision at Step 3, or from the expiry of time limits at Step 3, whichever is the earlier. Within seven (7) working days of receipt of such written notice, each party shall appoint an arbitrator. Within a further seven (7) working days the arbitrators shall meet and appoint a Chairperson to the Board.

If the two arbitrators fail to agree and fail to appoint a Chairperson within seven (7) working days of their initial meeting, they shall request the Minister of Labour for Saskatchewan to appoint a Chairperson of the Arbitration Board and the person so appointed shall be duly empowered to act accordingly.

NOTE: Time limitations in the preceding process may be extended by mutual agreement between the parties, provided that requests for extensions are made prior to the expiry of the time limitations. Such requests shall not be unreasonably denied.

Employees may have benefit of representation by Union officials at any of the steps in the procedure, and similarly management representatives may have benefit of counsel from Human Resources Division.

In the event of a grievance, the Company agrees, upon request, to provide the Union with copies of disciplinary and/or appraisal documents which have been served upon the employee which the Company intends to use in regard to the specific grievance.

References to disciplinary matters shall be removed from the employee's personnel file after two (2) years providing there have been no further incidents of the same or substantially similar nature during that two-year period, and such references, once removed, will no longer be admissible as evidence in any arbitration hearing.

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## **ARTICLE 7 - ARBITRATION BOARD**

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1. The Arbitration Board established under Article 6, (Step 4) shall not have authority to alter or change any of the provisions of the Agreement, or to insert any new provisions, or to give any decision contrary to the terms and provisions of the Agreement, but it is agreed that where disciplinary action is involved the Arbitration Board shall have the power to award a penalty or amend a penalty imposed by the Company.
2. The decision of the Board or a majority of the arbitrators shall be final and binding upon the parties hereto and upon any employee or employees concerned. If there is no decision by a majority of the Board, then the decision of the Chairperson shall be similarly final and binding.
3. No costs of any arbitration shall be ordered to or against either party, but each party shall be responsible for the expenses and/or fees payable to its representative and for one-half (1/2) the expenses and/or fees payable to the Chairperson of the Board.



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## **ARTICLE 8 - GROUP LIFE INSURANCE**

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1. All eligible employees who have completed ninety (90) days' service with the Company shall contribute to the Group Life Insurance Plan adopted by the Company and the Union. Such contributions shall be made by payroll deduction in accordance with the terms and conditions of the Group Life Insurance Plan outlined in Schedule B.
2. The Company and the Union agree to review jointly the Plan referred to in Section 1 above on an annual basis, including its performance, experience, and financial viability.
3. Employees 50 years of age or older at February 1, 2000 will be provided, at the Company's sole expense, a \$3,000 Insurance Certificate upon retirement from Western Producer Publications.

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## **ARTICLE 9 - PENSION PLAN**

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1. The Company shall provide a defined contribution pension plan with effect from January 9, 2002 for all employees of the Company represented by the Union. On and after January 1, 2005, that defined contribution pension plan shall be the Western Producer Accumulation Pension Plan (the "Plan").
2. It is understood that employees who were members of the SWP/GSU pension plan prior to January 9, 2002 retain all rights and benefits under the SWP/GSU pension plan for service prior to January 9, 2002
3. The terms and conditions of the Plan, as they relate to employees represented by the Union, form part of the Collective Agreement between the Company and the Union. And, notwithstanding anything in the Plan text to the contrary, there shall not be any amendment, merger or termination of the Plan affecting the rights or obligations of the employees represented by the Union, other than amendments required to maintain the registration of the Plan under federal and provincial legislation, without the Union's agreement.
4. The employee's contributions to her/his account in the Plan shall be at the rate of 4.82 percent of the employee's wage/salary and the Company's contribution rate shall be 4.82 percent of the employee's wage/salary.

5. The Plan shall provide for equal employee representation on the Plan's Pension Advisory Committee.

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## ARTICLE 10 - SICK LEAVE AND DISABILITY INCOME PLANS

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In the case of sickness, or disability arising out of sickness, all employees who have completed ninety (90) days or more continuous service with the Company shall be entitled to benefits in accordance with the following plans:

A. SICK LEAVE - PLAN A

1. Employees shall earn and accumulate sick leave credits on the basis of one and one-quarter (1 1/4) days per month of continuous service from commencement of employment. Maximum accumulative sick leave credit shall be two hundred and fifty (250) working days.
2. Employees who are entitled to payment of wages during sick leave, shall be paid at the rate of pay that would apply if the employee were not absent on sick leave to the limit of his/her accumulated sick leave credits and to a maximum of one hundred and nineteen (119) calendar days in any one illness.
3. All sick leave usage under this Plan shall be deducted from accumulated sick leave credits.
4. a) Sick leave allowance payments shall not extend beyond normal retirement age.  
b) When sick leave allowance payments have expired, an employee may be granted leave of absence without pay as provided for in Article 13 - Leave of Absence.
5. Sick Leave allowance payments for the first day of any sickness may be withheld at the discretion of the Company.
6. All recipients of sickness and disability allowance payments must provide, on request of the Company, medical reports of their condition.
7. The maximum period of sick leave on which vacation time shall accumulate shall not exceed two (2) months in any period of sick leave and extended sick leave.
8. Sickness and disability allowance payments under this Plan will not apply to any employee receiving compensation under the Workers' Compensation Act.

## B. EXTENDED SICK LEAVE - PLAN B

1. Employees shall be eligible for extended sick leave benefits so as to provide benefits in the amount of 66 2/3 per cent of regular earnings to a maximum earnings ceiling of the Employment Insurance Commission program at the time of disability, for (a) the period of absence due to sickness in excess of a two-week waiting period in any one illness, or (b) where sick leave credits in Plan A exceed two weeks, benefits from this Plan shall commence at the expiration of sick leave credits in Plan A.
2. Maximum benefits payable in any one illness shall be for fifteen (15) weeks or for one hundred and five (105) calendar days.
3. Benefits under this Plan shall be reinstated immediately on the return of an employee to work following an illness.
4. Benefits under this Plan shall not extend beyond normal retirement age.
5. The regular rate of pay which an employee is receiving at time of illness shall be used in determining benefits under this Plan.
6. All recipients of benefits under this Plan must provide, on request of the Company, medical reports on their condition.
7. The maximum period of sick leave and extended sick leave on which vacation time shall accumulate, shall not exceed two (2) months in any period of sick leave and extended sick leave.
8. Benefits under this Plan shall not apply to any employee receiving compensation under the Workers' Compensation Act.

## C. DISABILITY INCOME - PLAN C

1. Employees who have completed ninety (90) days of continuous service with the Company, shall as a condition of employment become members of the Disability Income Plan C designated as Group Policy Number G.7411 carried by the Co-Operators.
2. Group Policy No. G.7411 will provide a benefit of 60% of salary to a maximum monthly benefit of \$5,633.00.

3. The Company agrees to write to the Co-operators General Insurance Company to register the following:

- a) The right of any claimant to representation by a person(s) appointed by the Union provided the claimant has so indicated his/her desire in writing.
- b) That the insurer subject to (a) above shall communicate directly with a person(s) appointed by a claimant with respect to his/her claim.
- c) That the insurer subject to (a) above shall automatically send copies of all correspondence to the Union with respect to claims submitted by any of its members.

#### D. INTEGRATION OF BENEFITS OF PLANS A, B, AND C

1. Benefits from the three plans -- the Sick Leave Plan A, the Extended Sick Leave Plan B, and the Disability Income Plan C -- shall be integrated.
2. Employees eligible for benefits under Sick Leave Plan A and Extended Sick Leave Plan B, shall be covered by benefits under the two plans for a period not to exceed one hundred and nineteen (119) calendar days in any one illness.
3. When the period of such illness exceeds one hundred and nineteen (119) calendar days, provisions of the Disability Income Plan shall apply from the one hundred and twentieth (120th) day of the illness.
4. The Company and the Union agree to review Plan B and Plan C on an annual basis, including their performance, experience, and financial viability.

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### **ARTICLE 11 - WORKERS' COMPENSATION (ACCIDENT FUND) ACT**

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1. In all cases of temporary total disability, as defined by the Workers' Compensation Board in its administration of the Workers' Compensation (Accident Fund) Act, sustained by an employee as a result of an occupational accident covered by the Workers' Compensation (Accident Fund) Act, the Company agrees to continue to pay the employee an amount equal to his/her net earnings (after income tax) prior to injury during the period of such disability and negotiated increases whilst he/she is receiving full compensation from the Workers' Compensation Board, and retain the compensation received from the Board.

2. In the event the Workers' Compensation Board reduces compensation payments below 100 per cent, salary payments will be adjusted to the percentage of compensation as determined by the Board.

3. The maximum period under Workers' Compensation (Accident Fund) Act payments on which vacation time shall accumulate for an employee shall not exceed two (2) months in any absence during which an employee receives Workers' Compensation benefits.

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## ARTICLE 12 - SENIORITY

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1. No employee shall acquire seniority until he/she has completed satisfactorily a probationary period of ninety (90) days, at which time the seniority shall be retroactive to the date of hiring.

2. a) Where it is elected by the Company to fill a position within the scope of this Agreement, the position shall be posted. In the selection process for positions other than positions whose top pay step is above that of the top step of Grade 12, seniority on a bargaining-unit basis shall prevail subject to qualifications, ability and merit. Seniority on a bargaining-unit basis shall prevail in appointments to positions whose top pay step is above that of the top step of Grade 12 if qualifications, ability and merit are relatively equal. An applicant having more seniority than the appointed applicant may request reasons in writing for not receiving the appointment.
- b) Notwithstanding (a), the Company in its sole discretion may elect to fill a vacancy to a position within the scope of this Agreement by transfer.

Employees may submit requests for transfer and the Company shall maintain such requests on a transfer list. The Union may make representation to the Company where the circumstances of the transfer in its view warrants such representation or where the Union feels that the transfer interferes with the rights accorded by this Agreement.

- c) Where the selection process described in (a) does not result in appointment being made, the Company may fill the position by other means.
3. It shall be the policy of the Company in filling vacancies beyond the scope of this Agreement to give first consideration to present employees.

4. An employee who is appointed to an out-of-scope position shall not accumulate seniority but shall retain the seniority he/she earned prior to his/her appointment. Within one (1) year of such appointment, he/she may exercise his/her earned seniority to return to his/her former in-scope position but after one (1) year, he/she may exercise his/her earned seniority only to return to a vacant in-scope position graded not higher than that which he/she occupied prior to his/her out-of-scope appointment.

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## ARTICLE 13 - LEAVE OF ABSENCE

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1. Leave of absence without pay may be granted regular employees for valid reasons which shall include educational purposes, maternity, compassionate grounds, prolonged illness after sick leave credits have been expended, and where employees have requested transfer to a new location and cannot be immediately accommodated.

2. a) An employee who has been employed for at least **thirteen (13) weeks** in the fifty-two (52) weeks immediately preceding the date leave is requested to commence shall be granted maternity leave on the following basis:

i) the employee shall provide an application in writing at least four (4) weeks prior to the date on which the leave is to commence.

ii) if notice has been provided, maternity leave to a maximum of eighteen (18) weeks will be granted.

iii) the commencement of the leave shall be at the discretion of the employee, but not more than 12 weeks prior to the estimated date of birth.

iv) an employee intending to return to work shall provide written notice of their intentions at least four (4) weeks prior to their actual return.

b) An employee who has been employed for at least **thirteen (13) weeks** in the fifty-two (52) weeks immediately preceding the date leave is requested to commence shall be granted adoption leave on the following basis:

- i) the employee shall provide an application in writing at least four (4) weeks prior to the date on which the leave is to commence.
  - ii) If notice has been provided, adoption leave to a maximum of eighteen (18) weeks will be granted.
  - iii) Leave will commence the day the child comes into the employee's care.
  - iv) an employee intending to return to work shall provide written notice of their intentions at least four (4) weeks prior to their actual return.
- c) An employee who has been employed for at least **thirteen (13)** weeks in the fifty-two (52) weeks immediately preceding the date leave is requested to commence shall be granted paternal leave on the following basis:
- i) the employee shall provide an application in writing at least four (4) weeks prior to the date on which the leave is to commence, or where maternity leave has been granted, at least four (4) weeks prior to the day on which the employee was scheduled to return from maternity leave.
  - ii) If notice has been provided, paternal leave to a maximum of thirty-four (34) weeks, where an employee is entitled to maternity leave, or thirty-seven (37) weeks in the case of an employee not entitled to maternity leave, will be granted.
  - iii) the commencement of the leave shall be at the discretion of the employee, but not more than twelve (12) weeks prior to the estimated date of birth, or adoption, or any time during the fifty-two (52) weeks following the actual date of birth, or adoption.
  - iv) an employee intending to return to work shall provide written notice of their intentions at least 4 weeks prior to their actual return.
- d) An employee taking maternity, paternal or adoption leave shall have the option of waiving benefits for the term of the leave. Such waiver should be requested in writing at the time of requesting leave.

If benefits are to be maintained during leave the employee will have the option of paying the entire premium via deduction from the last pay prior to commencement of the leave or can issue monthly post-dated cheques, payable to the company, for the value of the premiums spread over the term of the leave.

- e) The terms of Section 3 a) and 3 b) of this Article shall not apply to maternity leave.
3. a) An employee on leave of absence shall not accumulate seniority, vacations or sick leave, but he/she shall retain the seniority, vacations or sick leave he/she earned prior to commencing his/her leave of absence.
- b) Provided leave of absence does not extend beyond six (6) months, the employee may return to his/her former position; but should his/her leave of absence be of longer duration, then he/she may only exercise his/her seniority to return to a vacant position for which he/she is qualified, except that where leave of absence is for educational purposes the period of six (6) months may be extended at the discretion of the Company to a period not in excess of twelve (12) months.
4. Employees on leave of absence shall be required to apply for an extension annually.
5. Leave of absence with pay chargeable to an employee's sick leave credit may be granted for matters of pressing necessity. Requests to use sick leave credits for this purpose shall be made in writing to divisional management. The application of pressing necessity leave shall include attending to a sick child, parent or equivalent relationships. Other family emergencies may be included. Requests may be rejected or granted to an extent considered to be fair and reasonable to management on the basis of the particular situation encountered.
6. In keeping with the policy that an employee not suffer a loss of pay while serving as a juror, the remuneration to be received by the employee on any working day the employee reports for or serves on jury duty, shall be the employee's regular rate of pay for the day less jury duty fees receivable for that day.
7. After ninety (90) calendar days or more service, leave of absence with pay up to three (3) consecutive days shall be granted to employees for the purpose of arranging or attending the funeral of members of his/her immediate family. Where major travel or special circumstances are involved, approval may be given to extend the three-day limit to five (5) days. Immediate family shall be defined to include only the employee's mother, father, mother-in-law, father-in-law, spouse, son, daughter, sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchild, and spouse's grandparents.
8. In the event of a serious illness of a spouse, parent, or child, which requires the attendance of an employee, leave as provided for in Section 7 will be granted.



9. In keeping with its commitment to staff development and its continuing requirement for new skills in a rapidly changing competitive environment, the Company hereby commits itself to offering each permanent employee at least six paid days of educational development and/or training in each three-year period, starting with the 1995-96 fiscal year. Selection of appropriate training shall, wherever possible, be identified by mutual agreement during the annual performance review process. Where such mutual agreement is not achieved, the Company shall assign the employee, within normal working hours, to what it considers appropriate development opportunities.

10. Company-paid leave will be granted to a maximum of two divisional employees for a maximum of ten (10) days each for purposes of bargaining each contract renewal.

11. Family Leave

- a) Each employee, except those covered by Article 19.3 - Block Averaging, shall be entitled to leave of absence without loss of pay for family responsibilities (family leave) up to a maximum of three (3) days per fiscal year.
- b) The employee shall not be required to provide reasons for seeking such leave.
- c) Family leave shall be taken at a time of the employee's choosing, provided that: at least two (2) working days' notice is given to the appropriate manager; the leave does not interfere with efficient operation of the business; no more than two (2) family leave days (or fourteen (14) hours) are taken in the same month; family leave may not be taken in blocks of less than two (2) hours' duration.
- d) Days, or portions thereof, taken off under this Article shall be repaid to the Company by working one half an hour for each hour off for the first two days used and working one hour for each hour off for the third day used. Scheduled time to repay the time off shall be worked beyond the normal hours of work and shall not be subject to Article 19 - Overtime.
- e) If balancing extra time is not scheduled within six (6) months of the family leave, the Company's entitlement to schedule such extra time shall be extinguished.
- f) An employee's entitlement to family leave not exercised by the end of the fiscal year shall be extinguished; there shall be no carryover or accumulation of entitlement.
- g) Should an employee terminate employment or be terminated, any balancing extra time owing shall be deducted from any payment owing the employee at date of termination.

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## ARTICLE 14 - PROBATION AND TERMINATION OF EMPLOYMENT

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1. On initial appointment or promotion all monthly employees shall be required to serve a probationary period of ninety (90) days.
  - a) The probationary period may be extended to one hundred and eighty (180) days by mutual agreement between the Company and the Union.
  - b) Employees who fail to qualify on promotion during the probationary period shall revert to their former position without loss in seniority.
2.
  - a) Probationary Employees: Upon termination of employment by the Company for reasons other than just cause, the Company shall give the probationary employees seven (7) calendar days' written notice or salary in lieu thereof, and termination for just cause may be without notice.
  - b) Regular Employees: Upon termination of employment by the Company for reasons other than just cause, the Company shall give regular employees fourteen (14) calendar days' written notice or salary in lieu thereof, and termination for just cause may be without notice.
3.
  - a) Probationary employees may terminate their employment on seven (7) calendar days' written notice to the Company.
  - b) Regular employees may terminate their employment on fourteen (14) calendar days' written notice to the Company.

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## ARTICLE 15 - WORKER ADJUSTMENT PROCESS

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1. In the event the Company plans to eliminate a position or positions due to technological change, or reorganization of operations as a result of change in processes or contracting out work normally done by employee(s) who are members of the bargaining unit, or reduce the work force, either permanently or temporarily, for any other business reasons; any of which results in the permanent or temporary layoff of employee(s), the Company shall give the Union and the employee(s) a minimum of ninety (90) calendar days' notice of such.

Layoff notices due to technological change or reorganization as a result of change in processes or contracting out work will be provided to affected employees. Layoff for any other reason will be applied to the most junior employee in the affected category.

2. The notice to the Union referred to above shall be in writing and shall state:
  - a) the reason for the lay-off;
  - b) the effective date of such;
  - c) the approximate number and classifications of employees likely to be affected;
  - d) the effect that change is likely to have on the terms and conditions or security of employment of the employees affected
  - e) the number of jobs and job classifications to be abolished and the number of new jobs and job classifications to be created by the change.
3. The notice to the employees referred to above shall be in writing and shall state:
  - a) the reason for the layoff;
  - b) the effective date of such;
  - c) the options available to the employee.
4. No layoffs may become effective until after the notice period is complete.
5. Collective bargaining with respect to the scope and rate(s) of pay of new job classifications that may be created or revised job classifications shall be in accordance with this agreement.
6. Technological change shall be defined as:
  - a) the introduction by an employer into the employer's work, undertaking or business of equipment or material of a different nature or kind than previously utilized by the employer in the operation of the work, undertaking or business;
  - b) a change in the manner in which the employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material; or

- c) the removal or relocation outside of the appropriate unit by an employer of any part of the employer's work, undertaking or business.

This Article is intended to assist employees affected by technological change and accordingly Section 43 of the Saskatchewan Trade Union Act with respect to Technological Change does not apply during the term of the Agreement.

7. An employee who received a layoff notice shall have the following rights to maintain employment subject to the employee possessing the qualifications, ability and merit:

- a) to obtain alternate employment by bidding on vacancies at the same pay grade, if such are available; then
- b) if a vacancy as set out above exists, but the employee requires training to meet the minimum qualifications, the Company may offer training to an employee and they will be paid their current rate of pay until such time as they complete the training. In no case shall training time exceed six months; then
- c) bid on other vacancies at higher or lower pay grades subject to Article 12; or
- d) to claim the position in the same pay grade or a lower pay grade of the most junior employee in any of the classifications who occupies a position for which the employee has the qualifications, ability and merit. Acceptance of a lower grade position results in application of the demotion formula as outlined in Article 16. Once the affected employee has provided notice to the company of the position claimed, and the company has agreed to the change, the ninety (90) day notice will be provided to the incumbent of the claimed position. Transfer to the claimed position can only occur once the position is vacant. A person claiming a position under this article will be on layoff from the end of the ninety (90) day notice period until the claimed position becomes vacant; or
- e) to elect to receive Severance Allowance as set out in Section 8 below herein at the time of the effective date of the layoff notice; or the employee may choose to go on layoff. The employee may elect to defer the option of Severance Allowance until six (6) months of layoff have elapsed or until the first recall to a position has occurred during that six (6) month period, whichever occurs first; or
- f) to go on layoff for a period of up to twelve (12) months, subject to recall provisions in this agreement.

8. Subject to Section 7 above, an employee who receives notice of layoff in accordance with this Article shall have the right to exercise the option of accepting severance. An employee who elects severance shall be entitled to four (4) weeks pay for each year of service, pro-rated for partial years, to a maximum of sixty (60) weeks.
9. If positions become available in the twelve (12) months following the effective date of the notice of layoff, an employee will be recalled to positions in accordance with the provisions of the Agreement.
10. An employee who declines a second recall to a position will be terminated.
11. The Company shall notify an employee on layoff of any vacancies occurring in the bargaining unit subject to the employee ensuring the Company is provided with a current telephone number and mailing address.
12. When an employee who is laid off work under this Article is recalled to a position bearing a lesser rate of pay than the employee received prior to layoff, the employee shall be subject to the demotion formula in Article 16.
13. An employee laid off under this Article shall continue to accumulate seniority for the purpose of filling job vacancies.
14. If an employee elects to be laid off and is not recalled within twelve (12) months of lay-off, the employee shall be considered terminated.
15. Employees who are laid off shall have the right to defer receipt of vacation pay until a time subsequent to recall to work. This does not imply they have a right to take vacation time after they return to work.
16. During the term of the Memorandum of Agreement employees who are laid off work shall receive an allowance from the Company, which together with Employment Insurance benefits shall equal 75% of the employee's normal weekly earnings, less overtime and other premium payments.

The terms governing payment of the aforementioned allowance, Supplementary Employment Benefit (SEB) shall conform to the requirements of the Human Resources Development Canada, and shall include the following provisions:

- a) An employee must have completed a minimum of 520 working days of service with the Company at date of lay-off in order to qualify for SEB benefits as follows:
  - 520 working days = 13 weeks of benefits
  - 780 working days = 20 weeks of benefits
  - 1,040 working days = 26 weeks of benefits
- b) Supplemental Employment Plan benefits will be payable only to those employees on lay-off who are eligible for and where applicable, have received Employment Insurance Commission benefits in each week of lay-off, and a week of lay-off means a period of seven (7) consecutive days commencing on and including Sunday.
- c) An employee must apply to the Company and furnish the necessary proof of eligibility for Supplemental Employment Benefit Plan benefits in a manner acceptable to the Company.
- d) An employee shall not be entitled to Supplemental Employment Benefit Plan benefits after
  - i) (S)he has refused a call back to work in accordance with the provisions of the Memorandum of Agreement.
  - ii) (S)he is receiving sickness and accident indemnity payments under the Company plan, Worker's Compensation or severance pay in any week of lay-off.
- e) The benefit level paid under this plan is set at 75% of the employee's normal weekly salary. It is understood that in any one week the total amount of SEB employment insurance gross benefits and any other earning received by the employees will not exceed 95% of the employee's normal weekly earnings.
- f) No employee shall be paid Supplemental Employment Benefit Plan benefits for more than twenty-six (26) weeks.

- g) The payment of benefits to employees on lay-off will be made by the employer on a “pay-as-you-go” basis separate from the regular payroll. Accordingly, on the winding up of the Plan there will be no funds for distribution.
- h) HRDC will be informed in writing of any change to the plan within thirty (30) days of the effective date of the change.
- i) Payments of guaranteed annual remuneration, deferred remuneration, or severance pay will not be reduced or increased by payments received under the plan.

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## **ARTICLE 16 - WAGE/SALARY MAINTENANCE AND DEMOTION FORMULA**

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When due to staff reduction and/or position elimination, an employee accepts a demotion to a lesser paid position and his/her current salary is above the maximum for the newly assigned position, the following shall apply:

1. The employee shall continue to receive the wage/salary being received prior to demotion for a period not to exceed six (6) months.
2. Upon commencement of the seventh (7th) month, the employee’s wage/salary shall be reduced by one-half (1/2) of the difference between the wage/salary being received prior to demotion and the maximum rate of pay of the employee’s new position; and,
3. Upon commencement of the thirteenth (13th) month, the employee’s wage/salary shall be reduced to the maximum rate of wage/salary of the new position.

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## **ARTICLE 17 - TEMPORARY PERFORMANCE OF HIGHER DUTY**

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1. An employee assigned to temporarily relieve in a higher paid position for more than ten (10) consecutive working days, or in the case of the News Editor position for more than four (4) consecutive days, shall be paid as if the employee had been promoted to same. No overtime or shift differential shall apply for such temporary relief in an out-of-scope position when the employee is being compensated at the rate of the out-of-scope position. An employee assigned to TPHD in the News Editor position shall have the option of either payment as if promoted to the position or payment of approved overtime while performing the duties of that position.

2. When it is known in advance that the period of temporary relief will exceed sixty (60) days the position shall be posted as a temporary vacancy and selection for same shall be subject to Article 12 - Seniority, paragraph 2.

3. When temporary relief has occurred for thirty (30) working days and the regular incumbent has not returned, the position shall be posted as a temporary position unless otherwise agreed to by the Company and the Union. Selection for such vacancies shall be subject to Article 12 - Seniority, paragraph 2.

4. Experience obtained by an employee during a temporary relief assignment shall not qualify the employee for promotion to a vacancy unless such experience is gained from assignment to a temporary vacancy which has been posted.

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## **ARTICLE 18 - HOURS OF WORK**

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1. Normal hours of work for office staff shall be confined to a work week of five (5) consecutive days, each of seven (7) working hours, totaling thirty-five (35) hours. A meal break of not less than thirty (30) minutes and no more than one (1) hour shall be scheduled unless there is agreement by the Company and Union to other arrangements in specific cases.

2. Actual start and finish times for the daily hours of work for employees shall be discussed between the Company and the Union in an attempt to satisfy the operational needs of the Company and the convenience of the employees. However, it is recognized that if such cannot be achieved by mutual agreement, the Company has the management right to direct the workforce, provided that there must be mutual agreement for shifts that start before 7 a.m. or end after 11 p.m. Although the Company will have flexibility to schedule shifts within this window, the proposed rules concerning consecutive days, two (2) weeks' notice, shift differentials, etc., will still apply.

3. Wherever practical, the Company will give two (2) weeks' notice of any change in shifts. If two (2) weeks' notice is not given, each employee affected will be paid shift differential as in Article 20 for all hours worked outside the previously-scheduled shift's hours.

4. Except by mutual consent of the Company and Union, no employee will be scheduled for regular work weeks that require the employee to work on Sunday.

5. This Article shall not apply to part-time employees.



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## ARTICLE 19 - OVERTIME

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1. Overtime shall be worked when authorized by the Company. Employees shall cooperate with the Company in performing overtime. However, when the Company determines that it is necessary to work overtime and there are no or insufficient volunteers, the Company has the right to assign employees to work overtime. The Company will provide reasonable notice of overtime.
2. For overtime work on a normal work day, overtime shall be paid at the rate of one and one-half (1 ½) times the normal rate for the eighth (8th) through tenth (10th) hours worked in any one (1) day, and at two (2) times the normal rate for the eleventh (11th) and subsequent hours worked in any one (1) day. Work on an employee's scheduled days off will be paid for on the basis of one and one-half (1 ½) times the normal rate for the first three (3) hours and at two (2) times the normal rate for the fourth (4th) and subsequent hours so worked.
3. Block Averaging:
  - a) Notwithstanding other provisions of this Agreement, and as an exception to Article 19.2, given the nature of the duties and responsibilities of the Editor-Reporter, Analyst/Reporter, and Special Reports Editor classifications, the normal hours of work for those classifications (excluding those in the Western People department) shall be one hundred five (105) hours over a three (3) week period. Overtime shall be paid at a rate of one and one-half (1 ½) times normal pay rates for all hours in excess of that.
  - b) All work assignments shall be in accordance with relevant provincial legislation governing permissible hours of work within a twenty-four (24) hour period and required rest breaks between work periods. In addition, staff covered by this clause may decline to report for work for any normal work day of less than seven (7) hours.
  - c) The Company, on a week's notice, may schedule employees to take time off covering the last Friday or last Thursday and Friday of a block to avoid end-of-block overtime, provided that such scheduling does not reduce time-off entitlement accumulated before the start of that block.
  - d) Except as in (c) above, scheduling week days off shall be by mutual consent if an employee under the averaging system has less than two (2) weeks' accumulated time-off entitlement. If an employee declines such consent, however, any resulting overtime at the end of the three (3) week averaging period must be banked as time off and cannot be taken in cash.

Under this system, only twenty-four (24) hours' notice would be required for mandatory days off when the employee already has two (2) weeks' accumulated time-off entitlement.

- e) The first (1st) three (3) week averaging period shall begin on Sunday, July 2, 1995, and conclude Saturday, July 22, 1995, with the second (2nd) period starting the next day. The Union and the Company agree that the arrangements in this section shall be administered within the provisions of applicable provincial labor legislation providing for averaging of working hours and/or paid time off in lieu of overtime.
- f) The Union will support any application or steps that may be necessary in each province to ensure implementation of the hours of work arrangements contemplated by this section.
- g) An amount equal to ten (10) percent of seven (7) hours' pay will be paid, in lieu of shift differential, when employees under the averaging system are specifically ordered to work outside the hours of 8:00 a.m. to 7:00 p.m.

4. By mutual consent between the Company and employee, paid time off may be banked in lieu of cash payment for overtime, up to a maximum of two (2) weeks' accumulated time-off entitlement at any time. Once banked as paid time-off entitlement, such overtime may not be converted to cash payment except by mutual consent. Scheduling of such time off shall be by mutual consent.

5. Call Out Guarantee:

- a) A minimum of three (3) hours' pay at overtime rates will be paid to an employee who is called out for duty by management after the employee has left the Company premises.
- b) Employees called out and who are required to return to the work site shall be paid for all hours worked at overtime rates in accordance with Article 19.3 of this Collective Agreement.
- c) Where an employee is called out a second (2nd) time within the original three (3) hour period, no new three (3) hour period will commence until the end of the original period.
- d) Employees called out who can respond to the request by telephone or through the use of a personal computer and modem shall be paid for all hours worked at overtime rates in accordance with Article 19, with a guaranteed minimum payment of one (1) hour's pay at overtime rates on each occasion of call out.

- e) Employees who are on standby and who are subsequently called out shall receive both the application standby and call out premiums.

6. Standby:

- a) Standby duty shall mean any period of not more than eight (8) hours during which time an employee is not on regular duty but must be available to respond to any request to return to duty. This shall include, but not be limited to, those employees assigned to carry a pager, cellular phone, or lap-top computer as a result of the standby duty assignment.
- b) By mutual agreement in advance between the supervisor and the employee, an employee who is, due to circumstances, unable to respond to a request to return to duty may make alternate arrangements for a replacement. If such event should occur, the replacement employee shall instead be paid the standby pay for the period in question.
- c) Employees who are assigned to standby shall be paid a standby premium of one (1) hour at the applicable overtime rate for each period of assigned standby, i.e. for each eight-hour period, or portion thereof, on standby: one (1) hour of pay at overtime rates.

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## **ARTICLE 20 - SHIFT DIFFERENTIAL**

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Employees assigned to work starting before 8:00 a.m. (local time) or ending after 7:00 p.m. (local time) shall be paid a shift differential of ten (10) percent of normal pay rate for all hours worked in the shift. The differential shall not apply to part-time employees or when overtime rates are being paid.

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## **ARTICLE 21 - ABSENCE FROM DUTY**

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No employee shall absent himself/herself from the employer's premises during the hours of work except with the consent of the supervisory personnel.

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## **ARTICLE 22 - VACATIONS**

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1. All employees shall be entitled to three (3) weeks annual vacation for each full year of service. Such vacations are to be taken at times mutually agreed upon between the Company and the employee.
2.
  - a) Employees who have completed seven (7) years of service shall in the years subsequent to the seventh anniversary date of employment earn vacation at the rate of four (4) weeks per year.
  - b) Employees who have completed fifteen (15) years of service shall in the years of service subsequent to the fifteenth anniversary date of employment earn vacation at the rate of five (5) weeks per year.
  - c) Employees who have completed nineteen (19) years of service shall in years subsequent to the nineteenth (19th) anniversary date of employment earn one (1) additional day of vacation. In each subsequent year employees shall earn another additional day of vacation until they reach six weeks of total vacation per year.
3. In the case of termination of employment, the Company shall pay to the employee any vacation pay owing to him/her in respect of any prior completed year of employment plus the vacation pay owing to him/her for the current year.
4. Extended vacation leave without pay may be given at the discretion of the Company.

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## **ARTICLE 23 - GENERAL HOLIDAYS**

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New Year's Day, Family Day (or the third Monday in February), Good Friday, Victoria Day, Canada Day, the first Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, In the event that an employee is required to work the whole or part of a general holiday, he/she shall be entitled to one and one-half (1 1/2) times his/her normal rate of pay for the first three hours worked and two times his/her normal pay rate for all additional hours worked, in addition to the regular day's pay for the general holiday.

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## ARTICLE 24 - HEALTH AND SAFETY

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The Company and the Union recognize an employee's right to working conditions which show respect for his/her health, safety, and physical well-being.

The parties recognize that the maintenance and development of the employees' general well-being constitute a common objective. Consequently, all efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of employees or deteriorate the work environment.

The Company and the Union recognize the need for constructive and meaningful consultations on health and safety matters. To this end, joint safety committees shall be established.

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## ARTICLE 25 - GENDER

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In this Agreement, where the masculine gender is used, it shall include females unless otherwise specifically stated in the context of this Agreement.

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## ARTICLE 26 - SCALE OF WAGES AND CLASSIFICATIONS

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1. Scale of Wages and Classifications shall be as set forth in Schedule A - attached hereto, and such schedule shall form part of this Agreement.
2. Effective August 1, 2013, all pay scales shall increase by 1.5%. Effective August 1, 2014 all pay scales shall increase by 1.75%. Effective August 1, 2015 all pay scales shall increase by 2.0%.
3. A signing bonus of \$150 shall be paid to all unionized employees on payroll effective the date of ratification on the next scheduled payroll following ratification.
4. A bonus of three and a half percent (3.5 %) of total regular annual salary will be paid if the Division meets its annual budgeted Division Contribution (before corporate allocation). Each full-time employee will receive the same lump-sum payment, while part-time staff will receive a pro-rated payment.

In addition, if the Division does better than budget, a sum equal to five percent (5%) of the amount by which Division Contribution (before corporate allocation) exceeds budget will be distributed as a uniform percentage of regular salary. At least ninety percent (90%) of the incentive payment will be paid by January 31st, with the remainder by March 31st when financial results are finalized.

5. The salaries for new positions or revised positions shall be the subject of negotiations between the Company and the Union. When a job description for a new position has been submitted to the Union by the Company, negotiations shall commence respecting the scope and salary for the position within ten (10) calendar days. Where agreement cannot be reached regarding the rate of pay within five (5) working days of commencement of negotiations, the position may be advertised at the lesser of the two rates proposed by the parties and may be filled on this basis. The advertisement of the position will note the fact that negotiations relative to the pay rate are continuing. The actual rate for the position remains the subject of continued negotiations, or may be referred to an appeals procedure (to be devised within the life of this contract). Exceptions to this procedure shall be subject to agreement between the Company and the Union.

6. Eligible employees shall be advised of new positions not listed in Schedule A, Scale of Wages and Classifications, by posting.

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## **ARTICLE 27 - EFFECTIVE DATE AND DURATION OF AGREEMENT**

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Notwithstanding the term of agreement as set out below, revisions and additions to the Agreement shall be effective on August 1, 2013, unless otherwise noted. This Agreement shall be effective from the first day of August 2013 and shall be valid until the 31st day of July 2016 and thereafter from year to year unless a written notice is given by either party within the one hundred and twenty (120) days prior to July 31, 2016, with respect to employees who work in Saskatchewan, or in accordance with the applicable labour legislation for employees who work in Alberta, Manitoba or Ontario, of their desire to terminate this Agreement or negotiate a revision thereof, in which case this Agreement shall remain in effect without prejudice to any retroactive clause of a new Agreement until negotiations for revision or amendments hereto have been concluded and a new Agreement superseding this Agreement has been duly executed.

## SCHEDULE A - SCALE OF WAGES AND CLASSIFICATIONS

### 1. SALARY SCHEDULE (Referred to in Article 26)

Effective August 1, 2013 - July 31, 2014

Grade	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step
7	2782	2895	3051	3132	3224	3314	3407	3506
8	3224	3314	3407	3506	3611	3716		
9	3407	3506	3611	3716	3828	3951		
10	3611	3716	3828	3951	4072	4204		
11	3828	3951	4072	4204	4337	4479		
12	4072	4204	4337	4479	4618	4773		
13	4337	4479	4618	4773	4924	5086		
14	4618	4773	4924	5086	5255	5432		
15	4924	5086	5255	5432	5614	5807		
16	5255	5432	5614	5807	6000	6210		
17	5614	5807	6000	6210	6423	6650		

#### Grade adjustment:

New employees in Grade 7 shall be paid at step 1 during their probationary period, following which they shall advance to step 2 for the next nine months of employment. Exception: persons entering a Stenographer III position shall start at step 3.

#### Administrative Note:

An Advertising Clerk I, Subscription Clerk, or an Accounting Clerk I, on completion of three (3) years at Pay Grade 7 (i.e. Step 4 PG7) shall progress to Pay Grade 8 Step 1 and advance along the scale thereafter on an annual basis.

### EXCEPTIONS FROM SALARY SCHEDULE

Effective August 1, 2013 - July 31, 2014

	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step
Editor/Reporter	3456	3729	3899	4402	4899	5432
Reporter/Analyst				4998	5575	6186
Supervising Editor/ <u>Creative Services Director/Web Editor</u>			4148	4689	5228	5797
Special Reports Editor/Assistant Managing Editor/ <u>Art Director</u>				5332	5956	6613

1. **SALARY SCHEDULE** (Referred to in Article 26)

Effective August 1, 2014 - July 31, 2015

Grade	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step
7	2831	2946	3104	3187	3280	3372	3467	3567
8	3280	3372	3467	3567	3674	3781		
9	3467	3567	3674	3781	3895	4020		
10	3674	3781	3895	4020	4143	4278		
11	3895	4020	4143	4278	4413	4557		
12	4143	4278	4413	4557	4699	4857		
13	4413	4557	4699	4857	5010	5175		
14	4699	4857	5010	5175	5347	5527		
15	5010	5175	5347	5527	5712	5909		
16	5347	5527	5712	5909	6105	6319		
17	5712	5909	6105	6319	6535	6766		

Grade adjustment:

New employees in Grade 7 shall be paid at step 1 during their probationary period, following which they shall advance to step 2 for the next nine months of employment.

Exception: persons entering a Stenographer III position shall start at step 3.

Administrative Note:

An Advertising Clerk I, Subscription Clerk, or an Accounting Clerk I, on completion of three (3) years at Pay Grade 7 (i.e. Step 4 PG7) shall progress to Pay Grade 8 Step 1 and advance along the scale thereafter on an annual basis.

EXCEPTIONS FROM SALARY SCHEDULE

Effective August 1, 2014 - July 31, 2015

	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step
Editor/Reporter	3516	3794	3967	4479	4985	5527
Reporter/Analyst				5085	5673	6294
Supervising Editor/ <u>Creative Services Director/Web Editor</u>			4221	4771	5319	5898
Special Reports Editor/Assistant Managing Editor/ <u>Art Director</u>				5425	6060	6729



1. **SALARY SCHEDULE** (Referred to in Article 26)

Effective August 1, 2015 - July 31, 2016

Grade	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step
7	2888	3005	3166	3251	3346	3439	3536	3638
8	3346	3439	3536	3638	3747	3857		
9	3536	3638	3747	3857	3973	4100		
10	3747	3857	3973	4100	4226	4364		
11	3973	4100	4226	4364	4501	4648		
12	4226	4364	4501	4648	4793	4954		
13	4501	4648	4793	4954	5110	5279		
14	4793	4954	5110	5279	5454	5638		
15	5110	5279	5454	5638	5826	6027		
16	5454	5638	5826	6027	6227	6445		
17	5826	6027	6227	6445	6666	6901		

Grade adjustment:

New employees in Grade 7 shall be paid at step 1 during their probationary period, following which they shall advance to step 2 for the next nine months of employment.

Exception: persons entering a Stenographer III position shall start at step 3.

Administrative Note:

An Advertising Clerk I, Subscription Clerk, or an Accounting Clerk I, on completion of three (3) years at Pay Grade 7 (i.e. Step 4 PG7) shall progress to Pay Grade 8 Step 1 and advance along the scale thereafter on an annual basis.

EXCEPTIONS FROM SALARY SCHEDULE

Effective August 1, 2015 - July 31, 2016

	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step
Editor/Reporter	3586	3870	4046	4569	5085	5638
Reporter/Analyst				5187	5786	6420
Supervising Editor/ <u>Creative Services Director/Web Editor</u>			4305	4866	5425	6016
Special Reports Editor/Assistant Managing Editor/ <u>Art Director</u>				5534	6181	6864

## 2. SALARY GRADES AND CLASSIFICATION

<b>Grade</b>	<b>Position Title</b>
14	National Advertising Sales Supervisor Supervisor, Co-op/Inside Sales Publishing Systems Analyst
13	Outside Sales Representative Credit Supervisor Accountant Computer Technician and Jr. Programmer
12	Customer Service Representative Junior Outside Sales Representative Advertising Office Supervisor Computer Technician/Help Desk Support Production Coordinator
11	Accounting Clerk III Inside Sales Representative Advertising Graphic Artist Subscription Office Supervisor Classified Sales Coordinator Graphic Technician Display Sales Coordinator Data Marketing Administrator
9	Accounting Clerk II
8	Library Technician Stenographer III
7/8	Accounting Clerk I Advertising Clerk Subscription Clerk
<b>Special Rates</b>	
	Editor/Reporter Analyst/Reporter Supervising Editor/ <u>Creative Services Director/Web Editor</u> Special Reports Editor/Assistant Managing Editor/ <u>Art Director</u>

### 3. RECLASSIFICATION

If the responsibilities and duties of a job change, the position shall be examined when so requested by the employee. The request by the employee can be made at any time, providing a request respecting the position to be examined has not been processed in the preceding six (6) months of the date of request. The request for examination by the employee shall be on the prescribed form in writing, and shall be submitted to the immediate supervisor of the work area.

The Supervisor shall add comment to the form respecting the request and shall within three (3) working days of the receipt of the request, forward it to the Publisher or his designate for examination. The Publisher or his designate shall notify the employee and the signatory supervisor of the result of that examination.

The employee may, if not satisfied, (i) request verbal elaboration from the Publisher or his designate, and/or (ii) enter into the grievance process as outlined in Article 6. (Subject to change during the life of this Agreement if mutually acceptable appeals procedure is arrived at.)

Notwithstanding the foregoing, the Company reserves the right to examine and reclassify positions where in the view of the Company circumstances warrant it, even though no request to do so has been received.

### 4. ADMINISTRATION OF PAY PLAN FOR MONTHLY SALARIED EMPLOYEES

- a) Increments: An employee shall receive a regular increment within the salary range established for the assigned position on his/her anniversary date, or on the increment date as established in Schedule A. In cases where an employee has not performed satisfactorily, increments may be withheld. In such cases, the employee shall be told why his/her work is not satisfactory and every assistance will be given to help the employee improve his/her performance. Following normal practice, serious cases of unsatisfactory work may lead to dismissal. An employee will be supplied with a copy of his/her annual appraisal upon request.

b) Anniversary Date:

- i) The Anniversary date for payment of annual increments shall be the first of the month following the completion of twelve (12) full months in the employ of the Company. In the case of increment dates other than anniversary dates, payment shall be made on the first of the month following the time period specified in Schedule A.
- ii) An employee's anniversary date for the payment of annual increments shall be adjusted on promotion only where the promotion provides an increase of two (2) increments or more, to the first of the month following the completion of twelve (12) full months in the new position.
- iii) An employee absent on lay-off or leave of absence without pay for three (3) months or more shall have his/her anniversary date or increment date advanced by the period of absence without pay.

c) Promotion:

- i) An employee, on promotion shall have his/her salary adjusted to the minimum of the salary range for the position or to a step in the salary range for the new position which shall provide a minimum increase of one (1) increment.
- ii) Whenever an employee's anniversary date occurs on the same date as a promotion, the employee shall receive his/her increment before the promotion formula is applied.

d) Transfer Formula:

Where a person is transferred from one class to another having the same maximum but having different steps in number and/or value, and where the rate of the transferee before transfer does not coincide with a step in the new range, the transferee shall be placed at the step in the range next higher to the rate before transfer.

- e) Appointment of new employees in the salary ranges of the classes Stenographer, Accounting Clerk and Entry Level Clerk, may be at other than the minimum step but not higher than the fourth step, on the basis of one (1) step for each two (2) years of outside related experience in the case of annual increments and one step for each year of related experience in the case of six (6) month increments. The onus shall be on the employee to provide details of previous employment so that its

relativity can be evaluated. Consideration will be given in this regard to experience within another bargaining unit of the Company, although the experience may not be directly related, and to the experience value of post-secondary education although it may not be a requisite for the position, to an extent deemed reasonable by the Company.

- f) For persons employed in the class Stenographer I, performance and/or experience standards shall be set to test promotability to a higher level in the class series.
  - i) A person having at least six (6) months of service will be eligible to be examined.
  - ii) Persons who have successfully completed the examination or standards tests shall be promoted to the next higher level in their respective class.
  - iii) Persons who do not successfully complete the examination or standards test will not be eligible for retesting until sixty (60) days has elapsed from the date of the unsuccessful examination or standards test.

## 5. **SUSTENANCE AND MILEAGE**

- a) Employees required to work away from their normal headquarters shall be reimbursed for hotel accommodation expenses and the full amount of actual and reasonable meal expenses.
- b) Employees will be paid mileage for use of their private automobiles for company business at the automobile rate provided by Section 6 following.

## 6. **CORPORATE MILEAGE RATES**

The base corporate mileage rate shall be \$0.39 per kilometer effective the date of ratification of this contract. Further, a supplementary mileage rate shall be adjusted up and down one cent (\$0.01) per kilometer, for each \$0.10 per liter rise or fall in the price of gas based on \$0.95 per liter. The minimum mileage rate shall be \$0.39 per kilometer. The price shall be determined on the 15th of each month, based on an average price in Saskatoon to be determined by a visual survey of three competitive gas outlets around the Saskatoon office.

## 7. EMPLOYEES ON LESS THAN FULL-TIME STATUS

- a) A casual employee will be defined as one who works seventy (70) hours or less in any two (2) consecutive pay periods. Casual employees will be excluded from the bargaining unit as provided in Article 1 - Scope, but will be paid at least the minimum scale for the work in which they are employed.
- b) A casual employee who exceeds seventy (70) hours in any two (2) consecutive pay periods will be considered to be a probationary part-time employee until he/she achieves four hundred twenty (420) hours of service.
- c) For service over four hundred twenty (420) hours the employee will be considered a regular part-time employee.
- d) Regular part-time employees will be given first right of refusal, in order of seniority, for entry-level full-time positions subject to ability and qualifications to perform the job to be done.
- e) Seniority for regular part-time employees will be earned on the basis of seven (7) hours of work equaling one (1) day seniority.
- f) Sick-leave entitlements for regular part-time employees will be earned on the basis of one (1) day's entitlement for each one hundred twenty-one (121) hours worked.
- g) Probationary and regular part-time employees will pay Union dues. The Union dues rate is subject to adjustment upon written notice to Company management.
- h) Regular part-time employees will participate in the Benefits listed in Schedule B on a pro-rated basis, when they achieve regular part-time status. The level of benefits for new employees will be determined by annualizing hours worked to that point and determining what percentage of full-time those hours equate to. Thereafter the benefits level will be reviewed each January 1st. Part-time employees shall have the option of paying the premium difference between their entitlement as calculated in point i) and the full-time premium for the dental plan and extended health care. If they choose this option they will receive the same coverage as full-time employees. This election can be made once in each twelve (12) month period.
- i) Regular part-time employees will qualify for the following benefits levels based on hours worked within the ranges indicated in the previous fiscal year:
  - i) 40% - 0 – 728 hours

- ii) 60% - 729 – 1092 hours
  - iii) 80% - 1093 – 1456 hours
  - iv) 100% - 1457 hours and above
- j) Part-time employees will be placed at a step in the salary range applicable to their position/classification and will receive increments on a time-worked basis.
- k) Scheduling of Part-time staff
- i) Schedules will be set and posted 7 days in advance
  - ii) Changes to the start or end times of previously scheduled shifts made with less than 5 days notice will be paid the shift differential premium. If notice is not given 3 days prior to the scheduled shift, no changes to the shifts can be made.
  - iii) Cancellation of shifts with less than 3 days notice will result in a minimum 3 hour payment.
  - iv) Shifts that become available as a result of unplanned full-time absences will be offered, at management's discretion, to the part-time staff who can choose to accept or decline additional hours without repercussions. Shifts accepted on this basis will be paid the normal wage for the hours worked.
  - v) A reasonable effort will be made to contact the part-time staff each time shifts are posted and/or adjustments are made.
- l) Other benefits, provisions and entitlements of the Collective Agreement covering employees of Western Producer Publications will apply to part-time employees on a time-worked basis.

## 8. **ADVERTISING CLERK INCENTIVE PROGRAM**

Employees in the Advertising Clerk II position will be paid an additional **\$150.00** per month in recognition of the additional sales duties they will be asked to perform as part of their regular duties. The additional amount will be deducted from any incentive payment that may become payable from time to time under existing or new programs that may be developed during the term of this contract.

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## SCHEDULE B – GROUP BENEFITS

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1. The company will participate in the Group Benefits Plan designated as Policy G.7411 carried by The Co-operators Life Insurance Company.

2. Schedule of Benefits

This Schedule of Benefits must be read together with the benefits described in the booklet provided by Co-operators Life Insurance Company.

### **BASIC LIFE INSURANCE**

**Eligible Class:** Full-time Employees

**Benefit Formula:** 300% of annual Salary, rounded to the next highest \$1,000 if not already a multiple thereof.

**Amount of Insurance:** The amount calculated using the benefit formula. The minimum amount of insurance is \$25,000. The maximum amount of insurance is \$250,000.

**Survivor Benefit:** No coverage

**Termination age:** Employee's 65th birthday

**Total Disability Life Waiver:** Premiums for this benefit are waived when long term disability benefits begin. The definition of Total Disability for the Basic Life Waiver matches the definition of Total Disability for the Long Term Disability Benefit defined in this Policy. Waiver of premium terminates at age 65.

### **ACCIDENTAL DEATH, DISEASE AND DISEASE DISMEMBERMENT BENEFITS**

**Eligible Class:** Full-Time Employees

**Amount of Insurance:** An amount equal to the Employee's Basic Life Insurance amount.



**Critical Disease Benefit:** 10% of the Employee's Basic Life Insurance to a maximum amount of \$50,000. Terminates at age 65.

**Termination age:** Employee's 65th birthday

**Total Disability Waiver of Premium:** When Basic Life Insurance premiums are waived.

## **DEPENDENT LIFE INSURANCE**

**Eligible Class:** Full-Time Employees

**Amount of Insurance:** \$10,000 Spouse amount

\$5,000 Child amount (from Birth)

**Termination age:** Employee's 65th birthday

**Total Disability Waiver of Premium:** When Basic Life Insurance premiums are waived.

## **OPTIONAL LIFE INSURANCE**

**Eligible Class:** Full-Time Employees

**Amount of Insurance:** An Employee and/or Spouse and Children may select any amount of insurance from a minimum of \$10,000 to a maximum of \$250,000 in units of \$10,000.

**Termination age:** Employee's 65th birthday

**Total Disability Waiver of Premium:** When Basic Life Insurance premiums are waived.

## **LONG TERM DISABILITY BENEFITS**

**Eligible Class:** Full -Time Employees

**Benefit Formula:** 60% of monthly Salary, rounded to the next highest \$1 if not already a multiple thereof.

<b>Monthly Benefit:</b>	The amount calculated using the benefit formula. The maximum Monthly Benefit is the lesser of <u>\$6,500</u> , or the amount calculated using the formula for the All Source Maximum. Non-Evidence Maximum: <u>\$5,633</u> Health Evidence Maximum: <u>\$6,500</u>
<b>All Source Maximum:</b>	85% of pre-disability Net Salary.
<b>Contribution to Pension (CTP):</b>	up to 10% of monthly Salary rounded to the next highest \$1 if not already a multiple thereof. <u>Non-Evidence Maximum: \$867</u> <u>Health Evidence Maximum: \$1,000</u>
<b>Occupational Coverage:</b>	yes, 24-hour coverage
<b>Elimination Period:</b>	- for accidental Injury 119 consecutive Days - for Sickness 119 consecutive Days
<b>Own Occupation Period:</b>	The Elimination Period and the next 24 months, Thereafter Any and All
<b>Benefit Duration:</b>	to age 65.
<b>Recurrent Total Disability:</b>	6 months
<b>Tax Status:</b>	Non-taxable
<b>CPP Offset:</b>	Primary
<b>Termination age:</b>	Employee's 65th birthday
<b>Total Disability Waiver of Premium:</b>	Premiums are waived when Long Term Disability benefits are eligible to be made. Waiver of premium terminates at age 65.

NOTE: Pre-existing medical conditions are excluded.

## EXTENDED HEALTH CARE BENEFITS

Eligible Class:

Full-Time Employees

### Calendar Year Deductible:

- for Hospital expenses ..... none
- for Emergency Out of Canada ..... none
- for Vision Care expenses ..... none
- for all other Extended Health Care expenses:
  - Employee ..... none
  - Employee with Dependents ..... none

### Pay-Direct Drug Card Plan: (Subject to \$5.00 user fee per prescription)

- Employee co-payment per prescription ..... 20%

### Co-Insurance Level:

- for Hospital expenses ..... 100%
- for Emergency Out of Canada expenses ..... 100%
- for Vision Care expenses ..... 100%
- for Therapeutic Equipment ..... 50%
- for all other Extended Health Care expenses ..... 100%

### Maximums per Covered Person under age 65:

*For Covered Persons under age 65:*

- Emergency Out of Canada Lifetime maximum     \$1,000,000
- Extended Health Care calendar year maximum     \$1,000,000

Maximum Out of Country duration ..... 90 days\*

\* (provided there has been a lapse of 45 Days since the Covered Person was last out of Canada)

Extended Health Care Benefit Maximums:

- for hospital accommodation ..... semi-private room
- for Convalescent Hospital ..... \$20 per day; max. 90 days
- for home nursing care ..... \$10,000 per year
- for paramedical practitioners: (Subject to \$5.00 user fee per visit)
  - Acupuncturist ..... \$500 per year
  - Chiropractor ..... \$500 per year
  - Massage Therapist ..... \$500 per year
  - Osteopath ..... \$500 per year
  - Naturopath ..... \$500 per year
  - Physiotherapist ..... \$500 per year
  - Podiatrist/Chiropodist ..... \$500 per year
  - Psychologist ..... \$500 per year
  - Speech Therapist ..... \$500 per year
  
- for Eye Examinations:
  - for Adults ..... \$100 per 24 months
  - for Dependent Children (under 18 years of age) ..... \$100 per 12 months
  
- for Vision Care Prescription eye-wear:
  - for Adults ..... \$300 per 24 months
  - for Dependent Children (under 18 years of age) ..... \$300 per 24 months
  - laser eye surgery benefit is equal to double the Vision Care benefit once per lifetime
  
- for Diabetic Supplies ..... \$1,000 per year
- for custom-fitted Orthopedic Shoes or custom-made Orthotics ..... \$300 per year
- for prescription anti-smoking aids ..... \$100 per lifetime
- for hearing aids ..... \$700 per 36 months
- for speech aids ..... \$1,000 per lifetime
- for Therapeutic Equipment ..... \$1,000 per piece of equipment per lifetime
- for prosthetic limbs and artificial eyes ..... \$25,000 per lifetime
- for hair pieces following surgery or treatment ..... \$200 per lifetime
- for external breast prosthesis (mastectomy forms) ..... 2 per 24 months
- for surgical brassieres ..... 2 per year

Survivor Benefit for Dependents: ..... 2 years

Termination age: ..... 65

## DENTAL CARE BENEFITS

References to year means calendar year, references to months means consecutive months.

**Eligible Class:** Full-Time Employees

### Calendar Year Deductible:

- Employee ..... none
- Employee with Dependents ..... none

### Co-insurance Levels:

- Level 1 Basic Restorative Services ..... 80%
- Level 2 Endodontic & Periodontic Services ..... 80%
- Level 3 Major Restorative Services ..... 50%
- Level 4 Orthodontic Services ..... 50%

### Dental Care Benefit Maximums:

- Level 1 Basic Restorative Services ..... \$2,000
- Level 2 Endodontic & Periodontic Services ..... combined
- Level 3 Major Restorative Services ..... maximum per year
- Level 4 Orthodontic Services ..... \$2,000 lifetime

Dental Fee Guide for General Practitioners: ..... Current year

### Other Dental Care Information:

- Recall, standard exams and cleanings once every calendar year.
- Bitewing x-rays twice per calendar year.
- Fluoride treatment twice per calendar year for Children up to the age of 21 only.
- Orthodontic Services for Adults and Dependent Children.
- Oral hygiene instruction is not a covered expense.
- Missing tooth limitation for Major dental services.

Survivor Benefit for Dependents: 2 years

Termination age: 65

## Health Care Spending Account

**Eligible Class:** Full-Time Employees

\$150 per Employee per year  
Funds carry forward – 1 year

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## SCHEDULE C - SABBATICAL DEFERRED-INCOME PLAN

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The Company shall provide a payroll-deduction deferred-income plan for each employee wishing to save income and defer taxes for the purpose of an unpaid leave of absence in accordance with the Company's existing policies concerning discretionary leaves of absence. It is recognized that, for valid business reasons, the Company cannot commit itself to approving the desired leave of absence until the year in which it is to occur, and that the employee must accordingly bear the risk of tax liability for the deferred income in accordance with Revenue Canada regulations. Once the Company has given tentative approval to long-term plans for such a leave, however, the Company shall make all reasonable effort to implement that leave. During any such leave, the employee shall not undertake other paid employment without Company approval, and the employee shall not engage in any action that is in conflict with Company interests. Once the Company has committed itself to hiring a substitute for the employee on leave, that employee shall not be entitled to cancel the leave. No individual shall be granted such leave more than once every seven years.

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IN WITNESS WHEREOF the parties hereto have hereunto subscribed their hands and seals the day and year first above written. SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

For The Union

For The Company

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Date: \_\_\_\_\_, 2014

Date: \_\_\_\_\_, 2014





This agreement has been prepared and provided by Grain Services Union.

If you have any questions about the agreement or if you need assistance in your workplace, please contact the union office.

### **Grain Services Union**

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