

PREAMBLE

THIS AGREEMENT is made on the _____ between the St. Catharines Standard, a division of Sun Media Corporation hereinafter known as the Employer, and the Communications, Energy and Paperworkers Union of Canada, Local 87-M, Southern Ontario Newsmedia Guild, hereinafter known as the Union. In this collective agreement it is presumed that gender references to male or female employees apply equally to the other sex.

ARTICLE 1 - RECOGNITION AND COVERAGE

- (a) The bargaining unit shall comprise all employees of the Employer in its editorial department, in the City of St. Catharines, save and except, managing editor, news editor, city editor, chief photographer, and the sports editor.
- (b) In this collective agreement it is presumed that gender references to male or female employees apply equally to the other sex.

ARTICLE 2 - MANAGEMENT RIGHTS

- (a) The right to hire, assign duties, retire, promote, classify, lay off, recall, demote, transfer, discharge or discipline for just cause employees who have completed their probationary period, to maintain order, discipline, efficiency and to establish and enforce reasonable rules and regulations governing the conduct of employees, is the exclusive function and responsibility of the Employer, subject to the terms and conditions of this agreement. All matters concerning the operations of the Employer not specifically dealt with herein shall be reserved to the Employer and be its exclusive responsibility. The employer shall exercise its rights in a manner that is fair and reasonable.
- (b) The Employer shall not assign bargaining unit work to any employee outside the Bargaining Unit except to the extent that has been previously assigned as of May 10, 2011.

ARTICLE 3 - UNION REPRESENTATION

- (a) The Employer recognizes the Union as the exclusive bargaining agent for all employees covered by this agreement.
- (b) It is a condition of employment of any employee, as of the date of the signing of this agreement, who is a member of the Union or who thereafter

becomes a member of the Union, that he or she remain a member for the duration of the agreement.

Each new employee shall become a member of the Union within 3 months after their date of employment.

- (c) The Union agrees that it will accept and retain in membership any employee subject to its constitution and bylaws.
- (d) The Employer agrees that there shall be no interference with, discrimination against or discipline of any Union representative for carrying out Union business as permitted by this agreement.
- (e) The Employer shall advise new employees that a collective agreement is in effect. A Union representative shall be allowed one-half hour during a new employee's first week of work to discuss the collective agreement.
- (f) The Employer shall continue to provide the Union with its present bulletin board space and shall provide another site should the space disappear because of physical alteration of the workplace or a change in location of the workplace.
- (g) The Union will provide the Employer with a current list of the union representatives, comprising a unit chair, a vice-chair, and two stewards.
- (h) The Union agrees that stewards and Union Executive Committee members have their regular work to perform on behalf of the Employer, and in recognition of that neither a steward nor an Executive Committee member will leave his regular duties to service a grievance or attend a meeting with the Employer, without first obtaining permission from his or her supervisor, which will not be unreasonably withheld. Stewards and Executive Committee members shall advise their supervisors of the expected length of absence from duties and report to them upon their return to work.
- (i) Stewards and Executive Committee members who do not absent themselves from regular duties unreasonably will not suffer any loss of compensation for time spent in attending meetings with the Employer and in servicing grievances up to but not including arbitration.
- (j) The employer agrees that the union may hold annual balloting for elected positions in the workplace (covered by article 1a) provided there is no disruption to the operation. For clarity, the meeting may be held only after regular business hours and requests must be made two weeks in advance and approved subject to operational requirements.

ARTICLE 4 - INFORMATION AND DUES DEDUCTION

- (a) The Employer shall supply the Union, within thirty (30) days of signing of this agreement, with a list containing the following information for each member of the bargaining unit:
 - i) Name
 - ii) Address
 - iii) Date of Hiring
 - iv) Classification
 - v) Status (full-time or part-time)
 - vi) Experience rating
 - vii) Experience anniversary
 - viii) Salary
 - ix) Merit pay
- (b) Changes to the above information as well as notification as to resignations, retirements, deaths, leaves of absence together with effective dates shall be provided to the Union not later than one month after they occur.
- (c) Union dues from all employees in the bargaining unit covered by this agreement shall be paid by automatic payroll deductions.
- (d) The Employer shall deduct from the regular salary of the covered employees an amount equal to the regular union dues in accordance with a rates schedule furnished by the Union. The dues schedule may be amended by the Union with one month notice and the Employer shall adjust payroll deductions accordingly on the pay day immediately following the notice period.
- (e) The Employer shall remit to the Union, not later than the 15th day of each month, all regular union dues collected during the preceding calendar month.
- (f) The Employer shall provide the Union with a monthly statement of the amount of dues remitted to the Union for every employee in the bargaining unit.
- (g) Employees will notify the Employer promptly of any change in their home address and telephone number.
- (h) General Assessments

With two weeks written notice, the Employer agrees to deduct general assessments as required by CEP, Local 87-M, Southern Ontario Newsmedia Guild and to remit the total of individual deductions by cheque

to the Treasurer of the Union before the end of the month following the month in which the deductions are made. As with the remittance of regular union dues provided for in clause 4(d), the Employer shall, when remitting assessments, give the names of the employees from whose pay deductions have been made.

(i) Humanity Fund

- (i) The Employer shall in each pay period deduct \$0.01 per hour for all regular hours worked from the wages of employees covered by this Collective Agreement and remit annually.
- ii) The monies so deducted shall be remitted to the charitable foundation known as the CEP Humanity Fund on an annual basis. The Employer shall also include with the remittance the number of employees for whom contributions have been made.
- iii) The first deduction for the Fund will be made in the fifth (5th) week following the ratification of the Agreement.
- iv) It is understood that participation in the program of deductions set out above is voluntary. Employees who do not wish to participate must so inform the Employer within thirty (30) days of the ratification of the Agreement or within thirty (30) days after being hired.
- v) All such employee contributions to the CEP Humanity Fund shall be recorded on the employee's T4 Form.

ARTICLE 5 - HOURS OF WORK

- (a) The regular shifts for all full-time employees shall consist of seven and a half (7- 1/2) hours (exclusive of any unpaid meal period) per day and thirty seven and a half (37-1/2) hours per week.
- (b) The company policy regarding flex time shall remain in effect for the duration of this agreement. It is understood that flex time refers to the movement of hours within the regular work week and is not meant to replace overtime.
- (c) All full-time employees shall be entitled to two (2) fifteen-minute paid breaks per shift.
- (d) The employer shall make every reasonable effort to ensure that employees receive (2) consecutive days off in each 7 day period.

ARTICLE 6 - SCHEDULES

- (a) The employer shall post work schedules for all employees not later than two weeks in advance of the week for which they apply.

It is understood that schedules may be changed once posted, as a result of circumstances beyond the control of the Employer, or due to emergencies or other unforeseen circumstances.

- (b) To the extent that it is practicable, employees shall be given notice of changes in shifts not later than the half way point of the preceding shift. An employee must consent to having his/her day off changed, if less than two weeks notice is given.
- (c) An employee shall not be required to begin one scheduled shift sooner than ten hours following the end of another scheduled shift.
- (d) Where an employee has booked vacation time of a week or more, the Employer will make an effort to schedule that employee's weekly days off immediately prior to that vacation.
- (e) To the extent that it is practicable, no employee shall be required to work a split shift unless he or she consents otherwise.
- (f) The Employer shall not unreasonably deny a request from two employees performing similar duties to trade shifts.

ARTICLE 7 - OVERTIME

- (a) Overtime shall be defined as work required and authorized by the employer beyond seven and a half (7-1/2) hours in a day or thirty seven and a half (37-1/2) straight time hours in a week.

The overtime rate shall be one and a half times the regular straight time hourly rate.

- (b) An employee required by the Employer on his or her day off shall be paid at the rate of time and one half for all time worked with a minimum of (4) four hours at the overtime rate.
- (c) Employees may elect to take time in lieu of cash at the overtime rate at a time mutually agreeable between the employee and the employer. A request to take time owing shall not be unreasonably denied. Employees shall be allowed to accumulate overtime in a time bank to a maximum of thirty-seven and a half (37- 1/2) hours at any one time. Previously

scheduled vacation shall take precedence over requests for banked time off.

- (d) Employees shall be allowed to carry time-bank hours from one calendar year to the next.
- (e) An employee called back to work after having left the office shall be guaranteed at least two hours compensation at the overtime rate.
- (f) When an employee is required by the Employer to do additional work at home, the hours involved in such additional work shall be taken into account in the calculation of weekly hours worked referred to in Article 7(a) herein.
- (g) Employees called in early for their shift by one hour or more shall receive the overtime rate for the time worked prior to the start of their regular shift or may take the equivalent time off at the end of the shift. It is understood the employee may elect to bank such overtime in which case it will be administered in accordance with article 7 (c) of this agreement.

ARTICLE 8 - HIRING AND PROMOTIONS

- (a) The Employer shall post a notice in the Editorial Department for seven (7) calendar days for all job vacancies or new positions in the bargaining unit.
- (b) The date of posting and the date the posting closes shall appear on the notice along with job classification and basic qualifications required.
- (c) All candidates from within the bargaining unit who apply in writing and who have not been interviewed for the same position in the preceding twelve months shall be granted an interview.
- (d) Employees shall be allowed to submit, in writing, standing applications for specific jobs.
- (e) The Employer shall continue its policy of promotion from within, whenever suitable candidates are available. Where two or more applicants for bargaining unit positions meet the criteria for the job and have relatively equal skill and ability, the employee with the most seniority will be awarded the job. It is understood that the Employer maintains the right to hire the most qualified person for the job, whether within or outside of the bargaining unit.

- (f) The Employer shall, on request, provide an explanation to an employee as to why his/her application was not successful and identify areas where improvement could be made.
- (g) New employees shall be on probation for three (3) months. The probationary period may be extended by mutual agreement. The Employer may dismiss a probationary employee for any reason whether the probationary period is extended or not, provided such dismissal is not otherwise arbitrary, discriminatory or in bad faith.
- (h) Employees shall be free to refuse promotions without penalty.
- (i) Every person has a right to equal treatment with respect to employment without discrimination because of age, sex, race, colour, ancestry, place of origin, ethnic origin, citizenship, creed, marital status, family status, sexual orientation, handicap, or record of offenses, as defined and interpreted under the Ontario Human Rights Code, nor because of political beliefs, lawful Union activity, union membership or non-membership. In particular, there shall be no harassment of any employee as prohibited by the Human Rights Code and the Health & Safety Act.

ARTICLE 9 - VACATIONS

- (a) A calendar year system shall be used for allocating vacations. Employees who have completed the specified period of service by their hiring anniversary date of each year shall receive annual paid vacation on the following basis:

After one (1) year's service	two (2) weeks
After two (2) years	three (3) weeks
After nine (9) years	four (4) weeks
After eighteen (18) years	five (5) weeks
After twenty-seven (27) years	six (6) weeks
After thirty-four (34)	seven (7) weeks

Employees in their first calendar year of employment will be entitled to one week's vacation after six (6) months; two week's vacation after one (1) year, either/or, not both.

Vacations are required to be taken in weekly increments. However, an employee entitled to three (3) or more weeks of vacation shall be entitled to break up one (1) week of vacation into individual days, subject to management approval based on operational requirements.

- (b) In arranging the vacation schedule, the Employer shall determine the number of employees needed at all times in order that there be no interference in the operation of the department.

Notwithstanding the above, vacations for the editor group shall be arranged as follows:

- a) Scheduling of the first week of vacation entitlement for an employee during prime vacation time shall be on the basis of seniority.
- b) Scheduling of the next two weeks of vacation entitlement of vacation entitlement shall be on the basis of seniority.

Vacations in each vacation group shall be arranged by the Employer according to seniority. However, no employee shall be allowed to schedule more than two weeks vacation in prime vacation time until all other employees in the vacation group have had a chance to schedule their vacations. Prime vacation time shall be defined as the period between the second Sunday in June to the second Sunday in September, the weeks of the March school break and the two-week Christmas period.

Employees shall provide the Employer with preferred vacation dates by February 15 for that year. Employees who fail to select vacation dates by February 15 may lose the privilege of selection to which their seniority entitles them. Vacation schedules shall be arranged and posted by March 15.

- (c) When a paid holiday occurs during an employee's vacation period, the employee shall be entitled to an extra shift off at a time to be mutually agreed between the employee and the Employer.
- (d) Entitlement to the full vacation payment is conditional on employment continuing to the end of the year. If employment is ended before the end of the year, vacation payment will be adjusted accordingly with the value of any unearned vacation already taken being deducted.
- (e) Employees who terminate for any reason shall be entitled to a paid vacation or pay in lieu on a pro-rated basis for the vacation year in which the termination occurs. In the case of death, such vacation credit shall be paid to the employee's estate.
- (f) An employee who is absent from work due to illness or injury for a minimum of five (5) days prior to the commencement of the employee's scheduled vacation, shall be allowed to reschedule all such vacation provided the employee's illness or injury is supported by a medical certificate and the employee's request to reschedule such vacation is given prior to the start of

the vacation. Such vacation time shall be rescheduled by mutual agreement between the employee and the employer.

ARTICLE 10 - PAID HOLIDAYS

- (a) All employees shall be entitled to the following holidays with full pay: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

The Employer shall allow another religious holiday to be substituted for a listed paid holiday mutually agreed to between the employee and his/her supervisor.

- (b) Employees hired on and after May 22, 1998, shall be eligible for one (1) personal day with pay during each calendar year, to be taken at a time mutually agreed upon between the employee concerned and his/her supervisor. If and when a federal or provincial government declares another paid holiday, the additional day will be this day.
- (c) Employees required by the Employer to work on a paid holiday shall receive, in addition to their regular day's pay, time off on the basis of one and one half (1- 1/2) hours for each hour worked to be taken on a date mutually agreed upon between the employee and his/her supervisor. Alternatively, the employee may elect to be paid one and one-half (1-1/2) times his/her regular rate for each hour worked on the holiday, and another day off with pay on a date mutually agreed upon between the employee and his/her supervisor.

Work on holidays shall be offered to all employees in the work area on a first- come, first-serve basis. Where no employees volunteer to work on a holiday, employees in the work area will be assigned to work on a rotating basis in reverse order of seniority.

- (d) An employee whose scheduled day off falls on a paid holiday shall receive an additional day off at a mutually agreed time.

ARTICLE 11 - BENEFITS AND SICK LEAVE

As a condition of settlement, upon implementation of the Flex Media plan, the employer shall annually deposit in the Flex Media Health Savings Credit account of each bargaining unit employee who was employed as of this date of memorandum \$700 credits. Within a month of ratification, any employee so entitled may instead irrevocably opt to forego the annual credits for the remainder

of his/her employment and instead choose to maintain the retiree benefits are otherwise abolished for all employees other than current retirees who are eligible.

Effective the implementation date of Flex benefits which shall be no later than December 31, 2011, the existing group benefit plan shall be replaced as follows:

The new FlexMedia benefit plan for all full-time employees of Sun Media will be applicable to all full-time employees covered by this collective agreement and these employees will participate in such plan. The terms and conditions of the company benefits plan, including coverage of benefits shall be no less than those described and disclosed to the union during negotiations.

Part Time Employees

Part-time employees will continue to be covered under the prior benefit program if they so qualify.

If, during the term of this collective agreement, a new benefit plan is introduced for all part-time employees of Sun Media, then that plan will be applicable to all part-time employees covered by this collective agreement and these employees will participate in such plan with the union's consent which shall not be unreasonably withheld.

Short Term Disability

If an employee is absent for more than four consecutive days and has not completed a Short Term Disability form in anticipation of an absence longer than ten working days, he or she will be required to provide a doctor's note for those days. For purposes of clarity, legitimate (see below) casual illness or absenteeism prior to eligibility for Short Term Disability under the Flex plan will be paid at regular straight time pay for the time absent from work.

For absences that fall outside the Short Term Disability Plan under Flex Media, employees may be required to provide a doctor's note to the employer to authorize their absence from work as well to qualify for payment of wages.

The request for the doctor's note will be based on reasonable criteria which are as follows:

- 1) The employee has an excessive record of absenteeism;
- 2) The employee exhibits a pattern of absences; or
- 3) The company has reasonable grounds to suspect that the illness was not legitimate;

in which case the employee may be required by the Company to provide a doctor's note.

ARTICLE 12 – PENSION

- (a) The Employer shall, during the life of this agreement, maintain the Pension Plan in effect at the signing of this agreement or a plan providing at least equal benefits.

ARTICLE 13 - HEALTH AND SAFETY

- (a) The employer shall maintain a safe and healthy work environment for all employees and maintain the workplace in conformity with federal, provincial and local health and safety laws and regulations.
- (b) The union shall appoint an employee representative to sit on the company-wide health and safety committee.
- (c) The Employer agrees to provide VDT glare screens when requested.
- (d) A pregnant employee who normally works on VDTs shall, upon request, be re- assigned to work that does not involve use of VDTs with no loss in pay when such work is available providing the employee is qualified to perform the work. When such work is not available, or if the employee is not qualified to perform the work, the employee may apply for and shall be granted a leave of absence without pay and benefits for the duration of the pregnancy. The Employer will consider a request from a pregnant employee to be allowed to perform her work with a method that does not involve the use of VDTs if such a method is practical.

ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE

- (a)
 - i) An employee and/or the Union shall within five (5) working days of the circumstances giving rise to the complaint, raise the matter orally with the employee's immediate supervisor. If the employee and/or the Union are not satisfied with such discussions, the employee and/or the Union may resort to the grievance procedure described in this section.
 - ii) Efforts to resolve grievances, up to but not including arbitration, shall be made on company time. The grievor(s) may be present for any formal meeting throughout the grievance and arbitration procedure.
- (b) Definitions

“Grievance” means any difference between the parties bound by the agreement concerning its interpretation, application or alleged violation and whether a matter is arbitrable.

For the purpose of this Article, "Officer of the Union" shall include any elected officer of the Union, representative or shop steward recognized by the Union.

"Days" means calendar days, excluding statutory holidays.

(c) Grievance Procedure

Either party may initiate a grievance. If a grievance is not settled at either stage of the grievance procedure, then the grieving party shall have the alternative either to abandon it or proceed to the next successive stage within the time limits set out in each stage. By mutual agreement between the Employer and the Union and in the case of an Employer or a Union grievance, the processing of any grievance may begin at the second stage. The successive stages of the grievance procedure are:

i) First Stage

If the two (2) parties are unable to resolve the oral complaint, then within fifteen (15) days of the oral meeting, the Union shall grieve the matter in writing with the employee's department manager, stating the name of the grievor, as well as the sections of the agreement alleged to have been violated. The answer to the first stage grievance shall be given in writing within ten (10) days of receipt of the grievance.

ii) Second Stage

If the two (2) parties are unable to agree at the first stage, then within fifteen (15) days of an answer at the first stage, the Union shall take up the grievance in writing with the Publisher (or his/her representative). The answer to the second stage grievance must be given with ten (10) days of receipt of the second stage grievance.

(d) Final Stage - Arbitration

i) If the two (2) parties are unable to agree at the second stage, then within fifteen (15) days of receipt of an answer at the second stage, the grieving party shall notify the other party, in writing, of its intention to take the grievance to arbitration.

In general, it is intended that grievances which are not resolved at the second stage shall be submitted to a single arbitrator; however, either party may elect to submit a grievance to an Arbitration Board of three members, in which case the other party shall comply.

ii) Single Arbitration

In the event that a grievance is to be adjudicated by a single arbitrator, the parties to the Agreement shall attempt to agree on an Arbitrator as soon as the grieving party has submitted notice, in writing, of its decision to proceed to arbitration. If the parties cannot agree, the Arbitrator shall be appointed by the Ontario Minister of Labour. The Arbitrator shall proceed as soon as practical to examine the grievance and render his/her judgment, and his/her decision shall be final and binding upon the parties and upon any employee affected by it.

iii) Arbitration Board

If the grievance is to be adjudicated by an Arbitration Board of three (3) members, the grieving party shall notify the other party in writing of its desire to submit the grievance to arbitration and the notice shall contain the name of the grieving party's appointee to the Arbitration Board. The recipient of the notice shall within five (5) days advise the other party of the name of his/her appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the two (2) appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Ontario Minister of Labour, upon the request of either party. The Arbitration Board shall proceed as soon as practical to examine the grievance and render its judgment, and its decision shall be final and binding on the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern. Each party shall pay the fees and expenses of its appointee to a Board and one half (1/2) the fees and expenses of the Chairperson, or single arbitrator. Expenses will include any disbursements incurred by the arbitrators during their proceedings.

(e) Time Limits

It is intended that grievances shall be processed as quickly as possible. Time limits are mandatory and not directory. If the grieving party does not appeal the grievance to the next successive stage within the specified appeal time limit, the grievance shall be deemed to be abandoned and shall not thereafter be reinstated. If the responding party does not answer the grievance within the specified answer time limit for each stage, the grievance shall automatically proceed to the next higher stage.

Notwithstanding the above, the appeal and answer time limits as specified may be extended by mutual agreement.

ARTICLE 15 - LEAVES OF ABSENCE

- (a) Any employee may submit a written request to the Employer for leave of absence without pay specifying the reason for and duration of the leave. Requests will not be unreasonably denied but will be given due consideration based on their merits and the requirements of operations. For the first three (3) months of a leave, the Employer shall maintain benefits under Article 11. Following that, benefits may be maintained for an additional three (3) months at the employee's expense.

Bereavement Leave

- (b)
 - (i) When death occurs in the immediate family of an employee, if said employee attends the funeral he/she will incur no loss of pay for five (5) consecutive days from the date of death. The members of the immediate family include mother, father, spouse and children.
 - (ii) When death occurs in the family of an employee, if said employee attends the funeral he/she will incur no loss of pay for three (3) consecutive days from date of death for father-in-law, mother-in-law, brother-in-law, sister-in-law, brother, sister, grandparents and grandchildren. If one or more regular non-work days occur during that three day period, the employee shall be entitled up to three (3) days absence from work with pay for the purpose of attending the funeral.
 - (iii) In the application of clause (ii) above, when death occurs outside a 500 kilometre radius of St. Catharines, five (5) consecutive days will be granted. Any days that are not scheduled working days within the five (5) consecutive day period will not be paid.
 - (iv) Employees shall be allowed four (4) hours off with pay when serving as a pallbearer at a funeral not involving a bereavement covered in the paragraphs above. Twenty-four (24) hours notice must be given to the Manager or Supervisor for this time to be granted.
 - (v) The term "spouse" in paragraph 15 (B) (i) above shall be defined in accordance with Section 29 of the Family Law Act. Where those criteria are met the term "common-law spouse" "and same sex partner", will have the same effect as the term "spouse".

Parental Leave

- (c) Pregnancy and parental leave shall be granted in accordance with the Employment Standards Act.

Jury Duty

- (d) The Employer shall pay to each employee called to serve on a jury, or when subpoenaed to serve as a crown witness, with the exception of matters relating to labour relations, the difference between a day's pay or each day up to five (5) days a week that the employee is absent from work and the total sum paid to the employee for such service. An employee excused from jury duty on any given day shall report for work. A night shift employee called for such service shall not be required to work on the day or days so spent.

(e) (i) Union Leave

Subject to operational requirements, the Employer will grant an employee who has given the Employer one (1) month notice in writing a leave of absence without pay or benefits of up to one (1) year to work in an official full time capacity for the Union, the CLC or the OFL. Such a leave may be renewed for an additional one (1) year upon one (1) month written notice to the Employer. No more than one (1) employee may be absent on this leave at any one time.

- ii) Leaves of absence, upon request, without pay, shall be granted to delegates to conventions of the CEP to no more than one (1) employee at any one (1) time on two (2) weeks notice and for not more than a total of two (2) weeks in any one (1) year. Leaves of absence, upon request, without pay, for the purpose of participating in other meetings relating to the business of the CEP, for not more than a total of two (2) weeks in any one (1) year, will be granted, provided such absence would not unreasonably interfere with the efficient operation of the Employer's business.
 - iii) An employee granted a leave of absence for more than six (6) weeks in a calendar year under Article 15(e) i or 15 (e) ii shall not accumulate seniority while on such leave of absence but shall retain all seniority accumulated prior to the start of such leave.
- (f) An employee granted a leave of absence in accordance with (a) above shall, except for advancement on the wage grid, accumulate seniority for up to six months while on such leave of absence. The employee shall retain all seniority accumulated prior to the start of such leave. Notwithstanding the

above, an employee on pregnancy or parental leave, or union leave, shall accumulate seniority for the full duration of the leave.

ARTICLE 16 - JOB SECURITY

- (a) (i) When it is determined by the Employer that a reduction in the work force is necessary, not less than four (4) calendar weeks notice shall be given to the Union and the employees affected. The notice to the Union shall specify the job classification(s) and the number of employees involved. At the request of either party, the Employer and the Union shall meet during the notice period to discuss possible alternatives to the layoff. Employees shall be laid off in reverse order of seniority in each classification provided those remaining are qualified to perform the work required. It is agreed that any layoffs in the Multi Media Journalist classification shall be done strictly by seniority.
- (ii) During the notice period specified in Article 16(a)(i) above, the Employer shall consider voluntary resignations or job sharing requests from employees in the classifications involved. If a voluntary resignation is accepted, such employees shall receive severance pay outlined in Article 17. The number of employees to be laid off shall be reduced accordingly. It is understood that employees voluntarily resigning will thereby waive their rights to recall.
- (b) If there is a layoff, the employee(s) affected may choose, in order of seniority, within two (2) weeks of notice, to bump employees with less seniority. Full-time employees may bump other full-time employees or part-time employees; and part-time employees may bump other part-time employees or full-time employees provided they have more seniority than the employee they choose to bump. Employees who choose to bump may bump either those with less seniority in the same classification or those with less seniority in a classification where they have demonstrated their ability to competently perform the work required. An employee who chooses not to bump shall receive severance pay in accordance with this agreement.
- (c) An employee displaced under clause (b) above may elect under the same criteria, within two weeks, to bump into another classification in which he/she is competent to perform the work.
- (d) Notwithstanding any other clause in this article, an employee who bumps into a lower classification shall be paid the top minimum for that classification. However, where this would result in a raise in pay, the employee's salary shall stay the same.

- (e) Laid-off employees, or those who bumped into lower classifications, shall be placed on a recall list in order of seniority and the Employer shall fill vacancies according to that list. A laid-off employee may refuse to accept temporary work without his or her recall rights being affected, and a laid-off full-time employee may refuse to accept part-time work without his or her recall rights being affected. A laid off part-time employee may refuse full-time work without his or her recall rights being affected. Laid off employees shall be removed from the recall list when their seniority is lost as outlined in Article 18(b).
- (f) During a layoff, seniority will be frozen. If the employee is recalled to regular employment, seniority will be restored to the frozen level. An employee on the recall list shall have the option of buying group life insurance (for three (3) months only) and medical and dental benefits for the period he/she is on the list.
- (g) Notice of recall shall be sent to the employee by registered mail, with a copy to the union office at the same time by registered mail.
- (h) Except in the case of a change in classification, there shall be no pay rate reductions for any employee during the term of this collective agreement.
- (i) For employees who have completed their probationary period, there shall be no discipline, suspension or dismissal except for just and sufficient cause.
- (j) Employees shall be trained at the Employer's expense to use new technology and methods in their work.
- (k) The Employer shall notify the Union at least six weeks in advance of the introduction of major changes in equipment or technology used by it in its operations. During this period, on the request of either party, the parties shall meet to discuss the impact of such changes. Where such a change in equipment or technology causes the elimination of positions, the Employer shall offer, to affected employees, retraining for job vacancies within the bargaining unit. Where no job vacancies exist or where the employee cannot be retrained within a reasonable period of time, the Employer may lay off staff in accordance with this article.
- (l) In the event that the Employer creates a new bargaining unit job classification, the Union and the Employer agree to negotiate the wage rate for the new job classification. Where agreement cannot be reached the issue of the wage rate shall be referred to the grievance and arbitration procedure.

ARTICLE 17 - SEVERANCE PAY

- (a) An employee who has completed his/her probationary period and who is terminated as a result of a staff reduction shall receive severance pay in the amount of 1 week of pay for each six months of service or major fraction thereof, with a maximum of 52 weeks pay.
- (b) An employee who is on the rehiring list and is recalled prior to the end of the period for which he/she received severance pay shall refund the unexpired portion of the severance pay upon his/her return.

ARTICLE 18 - SENIORITY

- (a) Seniority shall be determined by an employee's length of continuous service with the Employer.
- (b) An employee's continuity of service shall be broken, seniority lost, and employment terminated when he or she:
 - i) voluntarily terminates his or her employment;
 - ii) is laid off by the Employer for a period exceeding fourteen (14) consecutive months;
 - iii) fails to report for work within ten (10) days after being notified by the Employer of recall following layoff;
 - iv) is terminated for just and sufficient cause;
 - v) fails to report for work after the end of an authorized leave of absence without providing a reason satisfactory to the Employer;
 - vi) is absent from work for three (3) consecutive working days without providing a satisfactory reason to the Employer;
 - vii) retires.
- (c) The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union annually not later than March 31st of each year.

ARTICLE 19 - TEMPORARY EMPLOYEES

- (a) A temporary employee is one who is hired to:

- i) cover a leave of absence due to maternity or other reason for the duration of the leave;
- ii) cover vacation absences for a maximum continuous period of four months;
- iii) work on a special editorial project or for a specified time in either case not to exceed eight (8) months. The Union shall be notified in writing of the nature and duration of such temporary hiring.

The time limits referred to above may be extended by mutual agreement of the Union and the Employer.

- (b) Temporary employees shall not be used to reduce, displace or eliminate full-time employees or part-time employees.
- (c) It is understood that temporary employees shall not accumulate seniority under this collective agreement. However, should a temporary employee be hired as a full- time or part- time employee within two weeks of the end of his/her temporary assignment, seniority shall start as of the commencement of such assignment.

ARTICLE 20 - JOB SHARING

- (a) Any two employees doing similar work may propose to share a full-time job. Such arrangements will be subject to management approval, taking into account the needs of both the employees involved and the company, but such approval shall not be unreasonably withheld.
- (b) Employees involved in job-sharing arrangements shall, for the duration of the arrangement be classified as regular part-time employees and shall be covered by the part-time addendum to this contract.
- (c) If one of the employees participating in a job-sharing arrangement leaves the employ of the employer or returns to a full-time position, the other participant has the right to fill the former job-shared position on a full-time basis or to find another member of the bargaining unit to continue the job-sharing arrangement. The substitute job-sharing arrangement will also be subject to management approval, but such approval shall not be unreasonable withheld.

ARTICLE 21 - EXPENSES

- (a) The Employer shall pay all approved expenses incurred by an employee in the service of the Employer, if supported by vouchers or receipts when normally obtainable.

Employees shall be reimbursed at the rate of 40 cents per kilometre when required to use their personal automobile, and 41 cents – effective first anniversary of the ratification date and 42 cents – effective second anniversary of the ratification date

Employees shall provide a precise accounting of mileage driven, together with an explanation of the reason for the trip(s).

- (b) The Employer shall, on reasonable notice, provide a reasonable cash advance on expenses for out of town assignments.
- (c) The Employer shall consider requests for reasonable compensation for damage to personal property incurred as a result of an employee performing his or her duties.
- (d) The employer agrees to supply tape recorders to newsroom employees as appropriate.
- (e) Authorized overtime in excess of two (2) hours following a regular shift, shall entitle an employee to a meal allowance of \$ 10.00 or at the option of the Employer, a supplied meal.
- (f) The company shall reimburse employees a flat amount of \$15 per month to those employees in the Multi Media Journalist classification who use their cell phones for business. Employees are required to provide a receipt for reimbursement. If in the future the company provides employees with company cell phones, this article will no longer apply.

ARTICLE 22 - INDEMNIFICATION

- (a) The Employer will provide legal counsel of its choice for the defence of any employee facing civil lawsuit or criminal charges as a result of work published by the Employer or an act of any employee in the performance of a job function, provided that the employee has acted responsibly and within the scope of employment.
- (b) If an employee is provided with legal counsel, as noted above, said employee shall not suffer loss of wages, benefits or employee status while civil lawsuits or criminal charges are being defended.

- (c) Where legal action is threatened as a result of an employee performing his/her work, the Employer will make every reasonable effort to notify and consult the employee involved before responding to the threat of action.

ARTICLE 23- OUTSIDE ACTIVITY

- (a) Employees shall be free to engage in any activities outside of working hours, except where such activities constitute a demonstrable conflict of interest with the employee's normal employment activities, are performed for other publications or media in competition with the Employer, or exploit the employee's connection with the Employer, unless they first receive permission from the Employer.
- (b) Editors, reporters, photographers must not prepare material for political parties or political candidates.

ARTICLE 24 - PERSONAL RECORDS

- (a) On reasonable notice, employees shall have the right to review personnel, performance and any other files related to them, which are kept by the Employer.
- (b) Upon request, employees shall be provided with copies of material they have the right to review under paragraph (a) above.
- (c) Employees shall have the right to respond in writing to the contents of the Employer's files. Such written responses shall be entered into the Employer's files.
- (d) Derogatory material shall be brought to the attention of an employee before being entered into the Employer's files.
- (e) Disciplinary warnings and/or reprimands which predate a disciplinary action by more than 2 years shall not be adduced as evidence against an employee in any subsequent arbitration proceedings.

It is agreed that leaves of absence totaling three (3) months or more shall not be included in the two (2) year period previously mentioned.

ARTICLE 25 - PROFESSIONAL ACTIVITIES

- (a) Except for columns and opinion pieces, the Employer shall not use bylines,

credit lines, pictures, caricatures or other forms of personal identification over an employee's protest.

- (b) The right of an employee to express to the Employer concern over matters he/she feels may violate acceptable or ethical newspaper practice is hereby confirmed.
- (c) The Employer shall continue the practice of printing retractions or corrections when inaccuracies in printed material are brought to its attention. No correction or retraction shall be printed until a reasonable effort has been made to consult with the employee concerned.
- (d) An employee whose work or person is mentioned in a reader opinion shall be given a copy of such opinion, prior to publication, whenever possible. While the employee has the right to discuss the contents of such opinion, the final decision as to whether the opinion will be published shall rest with the Employer. Where the employee establishes to the satisfaction of the Employer the falsehood of any material, such material will not be published.
- (e) No employee shall be required by the Employer to give custody of, or disclose any knowledge, information, notes, records, documents, films, photographs or tapes or the sources thereof to any party other than the Employer except as required by law. The Employer agrees that the foregoing shall not be released to any other party without discussing the matter with the employee, providing the employee is available, except as required by law.
- (f) The Employer shall inform the employee of any demand for surrender, disclosure or authentication of any material produced by the employee.
- (g) The Employer shall not submit any material produced by an employee to any competition or contest without the consent of the employee, except when such material is part of a group project, in which case the employee will be consulted before the material is submitted.
- (h) Substantive changes in material which would alter the meaning of the material shall be brought to the employee's attention prior to publication, whenever reasonably possible. If the employee cannot be reached, after a reasonable effort has been made, the byline or credit line shall be removed. In opinion columns and opinion articles which must include a byline, no substantive changes shall be made without prior consultation with and consent of the employee.
- (i) No employee in the bargaining unit shall be required without consent to provide written performance reports on another employee in the bargaining unit. When a performance evaluation is being done a bargaining unit

employee may request that such evaluation be done by an excluded employee.

- (j) On the basis of the rates of compensation established in this contract the Employer is the owner of all copyrights on all material produced by editorial employees in the course of their employment with The St. Catharines Standard and has the full right to reproduce, publish, translate, broadcast, distribute, archive, sell or license this material in any manner, form or medium that the Employer chooses, including electronic form and Internet. It is agreed that any employee producing content or material waives any and all rights, including moral rights, with regard to that content or material.

ARTICLE 26 - PROFESSIONAL DEVELOPMENT

- (a) Subject to approval by the Employer in advance, the Employer shall pay the registration fees for educational courses and related books which the Employer agrees will benefit an employee in his or her work. Half the payment shall be made at the beginning of the course, and half upon successful completion.
- (b) The Employer shall pay the registration fees for job-related professional seminars or conferences and reasonable travel expenses up to a maximum of \$200 annually for attendance at such events upon presentation of receipt(s). Approval must be obtained in advance and will not be unreasonably withheld.
- (c) Employees who attend job-related professional seminars or conferences on a normal working day shall be paid for that day. Approval by the Employer must be obtained in advance.
- (d) The Employer shall pay the full cost, including expenses, for any employee required by the Employer to attend a job-related seminar or conference.

ARTICLE 27 - GENERAL WAGE PROVISIONS

- (a) An employee shall be classified as to job title and experience rating at the time of employment, transfer or promotion. The following minimum weekly pay scales shall apply to employees hired on and after May 22, 1998, and shall be effective for the lifetime of this agreement:

Effective January 1, 2011

Group 1 Lifestyles/Entertainment Editor, Editorial Page Editor

	1-Jan-11	1-Jan-12	1-Jan-13
Start	1008.95	1029.13	1049.71
Year 1	1069.02	1090.40	1112.21
Year 2	1133.87	1156.55	1179.68

Group 2 Copy Editor

Start	845.60	862.51	879.76
Year 1	894.84	912.74	931.00
Year 2	944.08	962.96	982.22
Year 3	993.33	1013.20	1033.46
Year 4	1042.59	1063.44	1084.71
Year 5	1097.83	1119.79	1142.19

Group 3 Multi Media Journalist

Start	600.57	612.58	624.83
Year 1	694.25	708.13	722.30
Year 2	787.94	803.70	819.78
Year 3	881.62	899.25	917.24
Year 4	975.30	994.81	1014.71
Year 5	1073.81	1095.29	1117.19

Group 4 Editorial Paginator

	15.63	15.94	16.26
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- (b) (i) When the Employer permanently transfers, or temporarily assigns, an employee to a higher classification for three (3) shifts or more, he/she will receive the first rate in the classification to which he/she is transferred or temporarily assigned that is above his/her regular rate, retroactive to the commencement of the assignment.
- (ii) When an employee is temporarily assigned to a lower classification, he/she shall maintain his/her current rate.

- (iii) When the Employer temporarily assigns an employee to a position outside the bargaining unit for one (1) shift or more he/she shall receive a premium of \$12 per shift retroactive to the commencement of the assignment.
 - (iv) When the Employer assigns an employee to the position of columnist he/she shall receive a premium of \$23 per week, while he/she is so assigned. It is understood that in these circumstances Articles 5,6,7 do not apply to such an employee. It is further understood that a reporter may refuse to write a column on a one time or regular basis.
- (c) Day shift hours will be defined as 7 a.m. to 6 p.m. When scheduled hours are worked outside these hours, shift differentials shall be paid as follows:
- Up to four (4) hours \$1.00 per hour
More than four (4) hours \$12
- The above shift differentials are not applicable to overtime hours. Shift differentials will be pro-rated for employees whose shifts are less than seven and one half (7-1/2) hours.
- (d) Experience definition: In the application of the above schedule of rates, experience shall include employment in comparable daily newspaper work. It is understood that experience greater than that required for the position open need not be recognized except to the maximum of the classification to which the position applies. Any grievance or disagreement regarding the experience rating must be raised with the Employer within sixty (60) calendar days of hiring.
 - (e) An employee advancing through the schedule of minimum rates shall receive the increase, provided therein, on each anniversary of the employee's employment in the classification.
 - (f) The Employer periodically requires reporters and others to take photographs and videos in addition to those provided by the Employer's photographers. The ability to take acceptable photographs is not a condition of employment for such employees. It is understood that there shall be no premium paid for any multi-media work performed by employees covered by this collective agreement.
 - (g) It is agreed the Employer may continue its policy of granting discretionary increases.

ARTICLE 28 - DURATION AND RENEWAL

This agreement shall continue in effect until December 31, 2010. Either party may initiate negotiations for a new agreement within ninety (90) days of the termination of this agreement. During negotiations, all terms and conditions of this agreement shall remain in effect until the conciliation procedures required by law have been completed.

In witness hereof the parties hereby affix their signatures this ___th day of November, 2011

For the Union

For the Employer

PART-TIME ADDENDUM

This addendum is attached to and forms a part of the Agreement between The St. Catharines Standard, a division of Sun Media Corporation and the CEP Southern Ontario Newsmedia Guild, Local 87-M, and covers the part-time employees as defined below.

1. A part-time employee shall be defined as:
 - i) an employee who is regularly scheduled to work twenty-eight (28) hours or less per week;
 - ii) an employee whose hours of work may fluctuate from day to day or week to week and average twenty-eight (28) hours or less per week;
 - iii) interns.

It is understood that there is no guarantee of daily or weekly hours for any part-time employee.

2. Part-time employees shall not be used to eliminate full-time employees.
3. Part-time employees shall be covered by all provisions of this agreement except where specifically provided otherwise in the agreement or in this Addendum.
4. The probationary period shall be three months.
5. A part-time employee may work as a full-time employee temporarily to cover a vacation or absence under this agreement without affecting his or her part-time status. Part-time employees will be considered for work within the city of St. Catharines before a free-lancer providing they have the skill and ability to complete the assignment.
6.
 - (i) Starting hourly rates for part-time employees shall be determined in accordance with the provisions of Article 27 (d) of this agreement.
 - (ii) Interns on placements of one month or more shall be paid no less than the start rate for the appropriate classification. In all other cases, payments if any, for interns shall be determined on an individual basis.
7. A part-time employee shall advance on the salary grid according to actual hours worked.

8. Part-time employees who work more than their scheduled hours shall be paid at the straight time rate for hours worked, and at the overtime rate when the daily hours worked exceed seven and one half (7-1/2) hours or when the total hours worked in the week exceed thirty-seven and a half (37-1/2) hours.
9. A part-time employee who becomes a full-time employee will have a seniority date established on the basis of full time equivalence, with service credit given for the number of hours worked prior to becoming a full-time employee.
10. Vacation pay shall be paid on the following basis:
 - 1 year 4%
 - 2 years 6%
 - 9 years 8%

Vacation pay shall be paid each pay period or vacation pay period at the option of the employee.

11. The following days shall be recognized as paid holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day. Statutory holiday pay shall be calculated in accordance with the criteria as defined in the Employment Standards Act of Ontario.
12. For purposes of calculating severance pay for part-time employees, service will be calculated on the basis of full-time equivalence.
13. Part-time employees who have one year or more of continuous service and who have worked an average of twenty two and one-half (22 ½) hours per week or more in the preceding twelve (12) months shall be entitled to the following benefit coverages, in accordance with the respective plan texts:
 - Medical plan premium 50% Employer paid; 50% employee paid
 - Dental plan premium 50% Employer paid; 50% employee paid
 - Pension plan membership is optional

Notwithstanding Article 8(i), the benefit plans and coverage listed above in this point 13 shall be made available to an employee until the employee attains the age of sixty-five (65). It is understood that the preceding sentence shall not override provincial legislation that may be enacted during the term of this agreement.
14. Part-time employees shall be entitled to a paid break of fifteen (15) minutes for every four hours worked.

15. Part-time employees shall be scheduled for shifts of at least four (4) hours.
16. (i) In the event of a layoff, the seniority for a part-time employee shall be converted to full time equivalent seniority by adding together all the straight time hours worked by the part-time employee and dividing by seven and one-half (7.5) to determine the number of normal working shifts, which will determine the regular full-time equivalence of such part-time hours, assuming five (5) normal working shifts per week. Having calculated the full-time equivalence, the employee shall be awarded accordingly, a new seniority date. (e.g., a part-time employee who worked one (1) full shift each week for five (5) years would be awarded the equivalent of one (1) year of regular full-time seniority and his or her seniority date would be amended to reflect this full-time equivalence.
 - (ii) During a layoff, seniority will be frozen. If the employee is recalled to regular employment, seniority will be restored to the frozen level.
17. The following sections of the agreement are excluded for part-time employees: 5,7,9,10,11,12, 15 (a) (e)(i) (f), 16 (f), 19, and 20.

LETTER OF AGREEMENT #1 - Joint Committee

The Employer and the Union shall establish a joint committee to meet when necessary during daytime working hours to discuss editorial matters of common concern.

LETTER OF AGREEMENT #2 - Employee Discounts

The Employer shall continue its policy of offering employee discounts. The discounted daily delivery of the newspaper will be replaced by discounted e-edition.

LETTER OF AGREEMENT #3

This letter applies to employees who are on the payroll of the Employer as of May 21, 1998.

Personal Days:

Notwithstanding Article 10(b) of the collective agreement, such full time employees shall be entitled to four (4) personal holidays with pay each calendar

year. These days may be taken at any time during the year, upon mutual agreement between the employee and his/her supervisor at least two (2) weeks in advance. One half of any balance of such holidays not used shall be paid in cash to the employee as soon as possible each January.

LETTER OF AGREEMENT #4 - Marlene Bergsma

It is agreed that Ms. Marlene Bergsma shall retain (except as otherwise negotiated) all her current medical, dental, life insurance, short-term disability and long-term disability coverages, personal days and vacation entitlement.

LETTER OF AGREEMENT #5 - Negotiating Days

The current practice of remunerating bargaining committee members for negotiating days shall continue. Employees shall not suffer a loss of wages for negotiations during regular working hours and the union shall reimburse the employer within 30 days of being invoiced.

It is the general expectation that preparation for bargaining will be done outside of regular business hours. However, the employer will consider providing preparation time off during regular business hours when it cannot be avoided. This consideration shall be subject to operational requirements and reimbursement by the union as outlined above.

LETTER OF AGREEMENT #6

Letter of Agreement Re: Training

Training shall be provided by the company to the employees sufficient to perform the duties required of the position.

This letter will confirm our understanding during negotiations that the employer will meet with the bargaining unit editorial representative at least twice a year to discuss training and retraining associated with the implementation of new technology.

During the life of this agreement, the employer will offer mandatory training to all newsroom staff for multi-media content. This may include multi-media forms such as blogs, podcasts and videography; and skills such as writing or copy editing for the Web and posting content to the Web.

The employer will supply, in as timely a manner as possible, in-house training in photography for any reporter who wishes it, and writing or copy editing for any photographer who wishes it.

Training in existing work-essential software or other technologies will be provided, if deemed necessary by the Employer, in a timely and equitable manner to all editorial employees.

New training will be introduced in an equitable way as new technology becomes available.

It is understood that resources from training must be approved by corporate editorial.