

COLLECTIVE AGREEMENT

between

METROLAND MEDIA GROUP LTD.

- and -



**COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA
SOUTHERN ONTARIO NEWSMEDIA GUILD
LOCAL 87-M**

**BARRIE ADVERTISING SALES DEPARTMENTS
Ratified February 8, 2010
August 31, 2009 to August 31, 2012**

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Local History

Pay of \$30 a week for six days of work, arbitrary firings, salary cuts, and ridiculous schedules. That's what brought the Guild to the newsrooms of Toronto in the Dirty Thirties. And since then, SONG has been working hard to get a better deal first for newspaper and now for all media employees.

It seems odd now, but in the 1930's, working Canadians looked south of the border when they wanted strong, dynamic and progressive union representation. For news industry employees, the obvious choice was the American Newspaper Guild, founded in 1933 by a man who was then one of the most well-known columnists in North America, Heywood Broun.

While skilled craft workers such as printers and press operators had long been organized at most major papers, the union idea was new to reporters, editors, advertising sales staff, and circulation and clerical workers.

But a small group of Toronto newsroom workers -- many of them women, who were only a small minority of editorial staffers in those days -- brought the American Newspaper Guild to Canada in September 1936 with the daunting task of organizing the newsrooms of the four Toronto dailies then publishing.

The new local was called the Toronto Newspaper Guild, Local 87 of the ANG, and its first decade was largely a story of failure. With legal protections weak, publishers were able to get away with subtle and not-so-subtle pressure tactics in order to prevent unions from taking root. Even at the Toronto Daily Star, known as a friend of labour (and founded by striking printers in the 1890s) an attempt in the early 40s to negotiate a contract collapsed after the company demoted known union supporters and engaged in the kind of blatant intimidation that is outlawed today. The ANG revoked the charter of the Toronto local in 1943.

But the need and desire for a union didn't die. In 1948, the Toronto Newspaper Guild was resurrected and was able to demonstrate majority support in the Star newsroom. That meant it could be certified by the Ontario Labour Relations Board under newly enacted labour laws, with the result that the company was obliged to bargain with the union. The new union's first president was Beland Honderich, later to become publisher and part-owner of the Star. Honderich set the tone for this new union when he wrote in the first issue of the local union's newsletter "We are now trade unionists...members of that great body of men and women who have been striving for years to improve the living standards of Canadian workers...A union, if it is to be successful, must be representative...it must be democratic..." Those goals continue to motivate this union.

After several months of bargaining, the Guild's first contract in Toronto and indeed the first ANG contract in Canada was signed in April, 1949, containing the milestone pay rate of \$80 a week for reporters/photographers with five years of experience. The Star proclaimed itself on its news pages as the "first newspaper in Canada to establish the five-day, 40-hour week for

editorial employees...it now becomes the first and only Toronto daily newspaper to pay its editorial workers time-and-a-half in cash for overtime."

The Guild was on its way. By 1953, the newsroom of the Toronto Telegram (a paper which eventually folded in 1971) was under Guild contract, and the Globe and Mail followed two years later. At the same time, other departments at the Star followed the newsroom into the union, so that the Guild soon represented advertising sales staff, circulation employees, delivery drivers and accounting clerks totaling almost 1300 members.

Other early Guild papers in Ontario were the Toronto edition of the Daily Racing Form, and the Brantford Expositor, whose mid-1950s unionization marked the local's first foray outside Toronto.

Employees made major gains in wages, benefits and working conditions in those early years, and were generally able to do it without having to resort to strike action. The very first strike in the young local's history took place at the Racing Form in July of 1951. It lasted all of 30 minutes. All 13 members went on strike when the employer refused to implement wage increases that had need negotiated. They returned to work with guarantees that all members would get their increases and they did. When the Guild's first major strike came, it was at a small paper, and it was a messy one.

Employees at the Thomson-owned Oshawa Times walked out in 1966 in a two-week strike that became one of the biggest Canadian labour battles of the era. While the strike involved only 35 employees, the courts granted a controversial injunction limiting picketing. That prompted a rebellion in the strong union town, and picket lines swelled to more than 1,000 with the support of other unions. When the local sheriff showed up to try to enforce the injunction, he was pelted with snowballs and beat a hasty retreat. Newspaper publishers were outraged, but the strike was settled very soon after. A second strike in Oshawa was also long and difficult in 1995 and created the local union's first strike paper operating in competition with the Times. At the end of the strike neither paper survived.

In 1955 the young local union had to confront the loss of one of its early activists and a former president A.O. (Alf) Tate, a Star photographer who was killed in a work accident. Tate and reporter Doug Cronk were assigned to report on a hurricane off the coast of Florida when their plane went missing. Their bodies were never found. The union honoured Tate by creating a journalism scholarship in his name. Originally, the scholarship was awarded to a needy grade 11 student who demonstrated ability and was selected by the Toronto School Board. Today the local maintains the A.O. Tate scholarship for a journalism student at Ryerson University in Toronto.

Fred Jones followed Tate as local union president. Jones left the local to work for the international union as a Canadian representative where he continued to work with local 87. He later returned to the local as Executive Secretary. His contribution to the union has also been recognized with an internal award. Every year a local activist is granted an educational subsidy in Jones' honour.

Co-operation between the Guild and other newspaper unions was one of the keys to the gains at the Toronto dailies in the 1950s, but the solidarity was strained in the wake of a disastrous strike by the printers (members of the International Typographical Union) in 1964. The printers at all three dailies took a stand against technological change, but Guild members continued working, and the papers continued publishing with the help of strikebreakers. The unionized printers never went back to work.

The late '60s and the 1970s were a more stable period for the union, as the Guild settled into perhaps a too-cozy relationship with the newspaper companies. Organizing of new groups was given little priority. The union, recognizing it was more than just a Toronto organization, changed its name in the late 70s to Southern Ontario Newspaper Guild, but made no serious effort to expand. The parent union, recognizing it had members outside the United States, changed its name from American Newspaper Guild to The Newspaper Guild. The early 1970s also saw the first major stirrings of Canadian nationalism within the union, as the Toronto Guild pressed with only minimal success for more Canadian autonomy within the international structure.

The local also had stable leadership through these years. Jack Dobson of the Globe and Mail served 8 terms as local president from 1959 through 1966 when he resigned to become a local union staff representative. Later, John Lowe of the Star led the union for 9 terms from 1976 through 1984. While a woman was not president until 1989 when Gail Lem was first elected, women played a key role in the union and its executive from the earliest days. Star reporter Judith Robinson was part of the 1939 organizing committee and women like Lillian Thain and Nadia Bozinoff also of the Star, Isabel Greenwood and Jean Pakenham of the Telegram and Margaret Daly of the Star all made fundamental contributions to the union's successes.

The 1980s saw a shakeup at SONG, as new officers were elected with a mandate to organize more workplaces and take a more aggressive approach to negotiations.

At the bargaining table this new approach saw the Guild's first strike ever at the Toronto Star, in 1983. The 1,500 SONG members were off the job for only four days, including a weekend, but the strike marked a turning point, and companies got the message that they couldn't take the union for granted. Meanwhile at the Globe and Mail, Guild employees took their first ever strike vote in 1982, also marking a new era in relations with the company. Those negotiations ended without a strike, and the Globe unit of SONG still has a strike-free record.

Organizing took off in the early '80s, with the Hamilton Spectator newsroom joining SONG and with the landmark organizing drive at Maclean's magazine, where editorial staff went on strike for two weeks in 1983 and gained their first contract. Maclean's part-time employees joined the union in 2005 and these two groups represent the only unionized operations in the Rogers Publishing empire. The Globe and Mail's outside circulation department and advertising staff also went union.

With those successes, news industry workers saw the benefits of unionization. By the mid-80s, editorial employees at the Metroland chain of non-daily papers joined SONG and bargained a contract that is seen as the pace-setter in the community newspaper sector. Soon employees of other non-dailies sought out SONG, and the union was expanding rapidly.

In the late 1980's, two of the largest non-union newsrooms in the province -- the London Free Press and Kitchener-Waterloo Record -- joined SONG. This was followed by organizing at a number of small Thomson-owned papers. Following long and bitter -- but successful -- first-contract strikes at Thomson papers in Guelph and Cambridge, SONG was able to organize employees at Thomson outlets in Belleville, Chatham, Niagara Falls and Midland. Contracts at all these papers made major improvements in wages.

The 1980's also saw a move for the Guild offices to its current home at 1253 Queen St. E., just east of Leslie St. In 1984, SONG purchased the two-storey former Target air conditioning and heating contractor building for \$170,000. With the rapid expansion of membership and units, the former quarters on the ground floor and basement of a townhouse at 219 Jarvis St. had become cramped.

Despite layoffs and hiring freezes at many papers during the 1990s, SONG's membership continued to grow through organizing.

But throughout the period of expansion in the 1990's, the leadership of SONG became increasingly frustrated with the lack of attention and service that the Newspaper Guild's Washington head office was providing to Canadians. After a long and unsuccessful campaign for more Canadian autonomy within the Guild international, SONG members voted in 1994 to sever ties with The Newspaper Guild. Shortly afterwards, SONG affiliated with the Communications, Energy and Paperworkers Union of Canada (CEP), and is now Local 87-M of the CEP. The CEP is an all-Canadian union with more than 150,000 members and Canada's largest media union.

The Guild and the Star again did battle in 1992 during a one-month strike over the company's plans to contract-out its delivery department. The strike failed to stop the company's plans, but got a better deal for the laid-off employees.

In 1996, SONG's long-time president, Gail Lem of the Globe and Mail unit, was elected as the CEP's national vice-president of media, the top officer for the CEP's 15,000-strong media section, representing employees in print and broadcast across Canada. She was followed in that post by Peter Murdoch who is a former Hamilton Spectator reporter and SONG representative.

Despite restrictive labour laws passed by the Conservative government elected in Ontario in 1995, SONG has continued to organize, bringing in employees of ethnic community newspapers at Sing Tao Daily, Share, the Korea Times and the World Journal. In early 2002 a further 350 employees of the London Free Press chose union representation with SONG. Their Quebecor cousins in the Toronto Sun newsroom joined up in early 2003, followed closely by

the Local's first broadcasting bargaining units at CHUM's New PL/WI/NX now known as the A Channel and Corus. Soon after pre-press employees at the Toronto Sun and editorial employees at the Ottawa Sun chose SONG. In addition, employees at the Stratford Beacon Herald advertising department and the Simcoe Reformer and the free daily Metro have joined SONG. By 2004, the Local represented media workers in newspapers, magazines, book publishing, television and specialty broadcasting, radio and internet: in recognition of this diversity, we changed the name of our Local to the Southern Ontario *Newsmedia* Guild.

In 2008, SONG expanded in a big way to the Ottawa area where we'd already organized the Ottawa Sun. Beginning in January, we added seven media units from the former Local 102-0, including the House of Commons broadcast/technical group, the Ottawa Citizen mailroom, the Winchester Press, the Glengarry News, the Pembroke Observer, TelAv and ELC. We now represent about 4,000 workers in all aspects of the media in Ontario and 35 different workplaces. The local and its members confront daily issues of media concentration, editorial integrity, contracting out, job security, pensions and the declining circulation of paid daily newspapers.

The local has had, and continues to have, success in supporting its members on these issues because of the willingness of members to volunteer their time and use their energy and creativity. Some take time from their careers to work full-time as local president or on local staff. In addition, the local has been well served by the dedication of its staff hired from outside the membership. Men and women who have spent countless hours in the negotiation and administration of collective agreements and ensuring the infrastructure of the local functioned on a day-today basis.

Look elsewhere on our website, www.song.on.ca, for examples of SONG contracts which set out wages, vacations, hours of work, overtime and many other workplace issues. The site also provides the names of the dedicated local officers and staff who have served this union since its formation.

PREAMBLE

This Agreement is made and entered into this 8th day of February, 2010 between Metroland Media Group Ltd. (the "Employer") and Communications, Energy & Paperworkers Union of Canada, Local 87-M Southern Ontario Newsmedia Guild (the "Union") and is effective from the 31st day of August, 2009 to the 31st day of August, 2012.

ARTICLE 1 - RELATIONSHIP

1.01 **RECOGNITION** - The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of Metroland Media Group Ltd. in its advertising sales departments in the City of Barrie, save and except supervisors and persons above the rank of supervisor.

1.02 **UNION MEMBERSHIP** - All new employees entering the bargaining unit shall, as a condition of employment, become members of the Union at the end of the probationary period and shall maintain membership in good standing for the duration of this Agreement.

All employees who are members of the Union on the date of ratification of the first collective agreement shall, as a condition of employment, maintain membership in good standing for the duration of this Agreement.

Employees who were not members of the Union on the date of ratification of the first collective agreement will not be required to become members of the Union.

The Union agrees that it will retain in membership any employee subject to the Constitution and Bylaws of the Union and further agrees that an employee shall not be discharged in the application of this provision except for non-payment of dues.

1.03 **DEDUCTION OF UNION DUES** - Dues will be deducted from each employee's earnings in accordance with the dues schedule supplied by the Union. Such dues will be remitted to the Union by the fifteenth day of the month following their collection. The Employer agrees to include on each employee's T4 slip, the amount of dues paid yearly for income tax purposes.

The Employer shall deduct Union special assessments from the earnings of employees except those who are not members of the Union.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The right to hire, assign duties, retire (subject to applicable legislation), promote, classify, reclassify, lay-off, recall, demote, transfer, discharge, suspend or otherwise

discipline for just cause employees who have completed their probationary period, to maintain order, discipline and efficiency, to determine complement and the number of employees required from time to time, to schedule working hours, to extend, curtail or cease operations, and to establish and enforce rules and regulations governing the conduct of the 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.

Management acknowledges it shall exercise its rights in a manner that is fair and reasonable and consistent with the terms of this agreement.

ARTICLE 3 - NEW EMPLOYEES

- 3.01 **PROBATIONARY PERIOD** - New employees will be on probation for a period of:
- Six (6) months for outside sales representatives;
 - Three (3) months for inside sales representatives and clerical;
 - 520 hours for part-time employees.

Employees who perform split functions will have a probationary period appropriate to the function where they spend the majority of their weekly hours.

The Employer may discharge a probationary employee for any reason, provided it does not act in bad faith.

ARTICLE 4 - PART-TIME AND TEMPORARY EMPLOYEES

- 4.01 **PART-TIME EMPLOYEES** - A regular part-time employee shall be defined as one who works twenty (20) or more hours per week, but less than thirty (30) hours per week.

A casual part-time employee shall be defined as one who works less than twenty (20) hours per week.

- 4.02 **EXCLUDED CLAUSES** - Part-time employees are covered by all the terms of this Agreement except those for which eligibility is restricted to regular full-time employees or unless otherwise specified:

Articles 17.04, Article 18 (save and except 18.03 and 18.05) and 22.04 will not apply to any part-time employees. In addition to the Articles excluded above, the following Articles shall not apply to casual part-time employees: 16.01, 20.02, 20.09, 20.09(A) and 21.05.

- 4.03 **PART-TIME BENEFITS** - Regular part-time employees who have completed the

probationary period are eligible for medical/health care and basic group life insurance benefits on the same cost-sharing basis as full-time employees.

- 4.04 **WORKING FULL-TIME HOURS** - A part-time employee may work as a full-time employee temporarily to cover vacations or absences under this Agreement without affecting his/ her part-time status.
- 4.05 **PART-TIME WAGES** - Part-time employees who work in a classification for which a rate is established in this Agreement shall be paid at such rate and shall advance on the wage grid (if applicable) according to the actual hours worked.
- 4.06 **TEMPORARY EMPLOYEES** - A temporary employee shall be defined as one who is employed to:
- i) cover any absences arising from this Agreement;
 - ii) students employed for the period May 1st to September 30th each year;
 - iii) work on special projects for the duration of the project but not to exceed twelve (12) months, or to work on new products for up to six (6) months.
- 4.07 **EXCLUDED CLAUSES** - Articles 14.02, 15.03, 17.04, 18 (save and except 18.05), 20.02, 20.09, 20.09 (A), 21 and 22.04 will not apply to any temporary employee.

4.08 **TEMPORARY SENIORITY**

Temporary employees shall not establish seniority under this Agreement.

Temporary employees who transfer to permanent employment at the end of their temporary term will be credited with their temporary service and are not required to complete the probationary period outlined in Article 3.01 above.

ARTICLE 5 – INFORMATION

- 5.01 The Employer shall supply the Union with the following information for each employee upon ratification and within one month of hiring:
- Name
 - Date of Hire
 - Classification, Status
 - Rate of Pay
 - Experience rating and anniversary date

In addition, the Employer will supply the Union with any changes in the above at regular intervals.

ARTICLE 6 - NO STRIKE OR LOCK-OUT

6.01 It is understood and agreed that there is to be no strike or lock-out during the lifetime of this Agreement, the definitions of "strike" and "lock-out" being as defined by the Ontario Labour Relations Act.

ARTICLE 7 - NO DISCRIMINATION

7.01 The Employer and Union agree that no employee will be discriminated against because of race, creed, sex, age, colour, national origin, marital or parental status, handicap or sexual orientation.

7.02 The Employer and the Union, for itself and its members, agree that no employee shall be discriminated against, intimidated, coerced or interfered with on grounds prohibited under the Ontario Human Rights Code, or because of his/her membership or non-membership in the Union or participation or refusal to participate in its activities.

ARTICLE 8 - STEWARDS

8.01 Two (2) stewards will be recognized as Union representatives in the advertising sales departments at the newspaper. Union duties will not unduly interfere with the normal routine of work.

8.02 In order to facilitate the handling of grievances, a Union steward shall be entitled to leave his/her work station during working hours without loss of pay provided that:

- he/she has obtained the prior consent of his/her immediate supervisor, which shall not be unreasonably denied; and
- the time is devoted to the prompt handling of the grievance.

The Union shall notify the Employer of the names of the stewards.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 The parties agree that their interests are best served by the speedy resolution of grievances. To this end, should any differences arise as to the interpretation, application, administration or alleged violation of the provisions of this Agreement, the following procedure for instituting a grievance may be invoked by an individual employee, by a number of employees jointly claiming the same grievance, by the Union or by the Employer.

9.02 If an employee has a complaint, he/she must first give opportunity to his/her immediate supervisor to discuss and resolve the complaint before a grievance is filed.

9.03 Grievances shall be dealt with in the following manner:

Step 1: An employee having a grievance or a designated member of a group having a grievance shall, within twenty (20) days of the date on which the cause of the grievance occurred or ought reasonably to have been known to the grievor(s), take up the grievance, which will be in writing, with the immediate supervisor outside the scope of the bargaining unit. The supervisor will render his/her decision in writing within five (5) days of the receipt of the grievance.

An employee has the right to have a steward, or his/her alternate, present at any grievance meeting and, where requested, the supervisor shall send for the steward without undue delay. Failing satisfactory settlement of the grievance at Step 1, then;

Step 2: The Union shall designate a committee consisting of one member of the bargaining unit and the Union representative to take up with the Publisher and/or his/her representative, any grievance not resolved in Step 1.

The Union grievance committee may refer the grievance to the Publisher, in writing, within ten (10) working days following the receipt of the reply of the supervisor in Step 1. The grievor, the Union grievance committee and the Publisher and/or his/her representative shall meet within five (5) days of receipt of the grievance at Step 2. The Publisher or his/her representative shall render his/her decision in writing to the Union grievance committee not later than five (5) days following the Step 2 meeting.

9.04 All Step 2 written grievances shall contain only one grievance, identify the clause(s) allegedly violated, the persons involved, the date on which the alleged grievance occurred and the relief sought.

9.05 No grievance may be processed to arbitration unless the requirements of 9.02, 9.03, and 9.04 have been completed.

9.06 Any difference arising directly between the Employer and the Union as to the interpretation, application, administration or alleged violation of this Agreement may be submitted in writing by either party within twenty (20) days following the date on which the grievance occurred or ought reasonably to have been known to the grievor. The parties shall meet as described in Step 2 within ten (10) days following receipt of the grievance and a decision given in writing to the aggrieved party not more than ten (10) days following the meeting. Union grievances that pertain to a particular newspaper will be submitted in writing, as outlined above, to the Publisher of that newspaper. In all other instances, Union grievances will be submitted, as outlined above, to the Director of Human Resources. Employer grievances will be submitted to the Local Representative of the Union.

It is agreed that all grievances affecting only one member of the bargaining unit will be discussed first with that employee's immediate supervisor (outside the scope of the bargaining unit). All other grievances may be submitted at Step 2.

- 9.07 In the event a grievance has not been satisfactorily settled under the foregoing grievance procedure, the matter shall then, by notice in writing given to the other party within forty (40) days of the date of the decision of the Publisher or his/her designate, or either party in the case of a Union or Employer grievance, be referred to arbitration as hereinafter provided. If the grievance is not referred to arbitration within the said forty (40) day period, the grievance will be deemed to have been abandoned.
- 9.08 Time limits in this Article may be extended by mutual agreement.
- 9.09 Should a decision on a grievance not be rendered within the time limits provided for above, the grieving party may move the matter to the next step of the above procedure.

ARTICLE 10 - ARBITRATION

- 10.01 All references to Arbitration shall be to an Arbitration Board unless the parties agree to have the matter heard by a single Arbitrator. The referral to Arbitration shall include a list of names for a single Arbitrator or the name of the nominee to the Arbitration Board of the party requesting arbitration. The recipient of the notice shall within ten (10) days notify the other party in writing of their acceptance of one of the proposed Arbitrators, or submit their own list of single Arbitrators or, in the case of establishing an Arbitration Board, submit their nominee to the Arbitration Board.

The parties shall endeavour within ten (10) days to agree upon a single Arbitrator or, in the case of an Arbitration Board, the nominees shall endeavour to agree on a Chairperson for the Arbitration Board and where a single Arbitrator or Chairperson cannot be agreed to, the Minister of Labour for the Province of Ontario will be asked to appoint same.

No person may act as an arbitrator who is a member of the Union or an employee or solicitor or agent of either the Union or the Employer or who has been directly involved in attempts to negotiate or settle the grievance.

Authority of Arbitration Board: It is understood and agreed that the Arbitration Board or single Arbitrator shall have authority only to decide disputes under the terms of this Agreement. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement, nor to give any decision inconsistent with it.

10.02 Each party shall bear the expense of its nominee, if used, and will jointly share the expenses of the Chairperson or single Arbitrator.

10.03 Time limits in this Article may be extended by mutual agreement.

10.04 The Union agrees that whenever possible they will provide the Employer with one week's notice of the required attendance of any employee witnesses (other than the grievor and/or steward) at an arbitration hearing in order to allow for adequate planning and re-organizing of work schedules.

ARTICLE 11 - HEALTH & SAFETY

11.01 The Employer and the Union agree to cooperate with the object to maintain a healthy and safe work environment. In order to accomplish this, the parties agree to establish a joint Health & Safety Committee. The Committee will meet every three (3) months and shall be afforded such time off as is necessary to transact activities within the scope of the Committee and shall suffer no loss of pay.

11.02 The Employer will furnish a clean, safe and healthy work environment.

11.03 A pregnant employee who normally works on VDTs shall, upon request, be reassigned to work that does not involve the use of VDTs when such work is available and providing the employee is competent to perform the work. When such work is not available, or if the employee is not competent to perform the work, the employee may apply for and shall be granted an early leave of absence without pay and benefits.

ARTICLE 12 - JOB POSTINGS

12.01 **POSTING AND SELECTION** - The Employer will post any vacancies in the bargaining unit for an appropriate period of time and will consider applications received from interested employees no later than the close of business five (5) working days after the date of posting.

The successful candidate shall be selected on the basis of qualifications, skill and ability, and where equal, seniority shall govern.

12.02 **TRIAL PERIOD** - If the candidate selected does not prove satisfactory during the trial period of ninety (90) days, the Employer will endeavour to place the employee in a position comparable to his/her previous position at his/her prior rate. Where there is

no comparable position, the employee shall be terminated and will receive notice and severance according to Articles 14 and 15.

ARTICLE 13 - DISCIPLINE & DISCHARGE

13.01 **JUST CAUSE** - No employee shall be discharged or disciplined except for just cause. If a meeting may result in disciplinary action or discharge, the employee concerned shall be advised by the Employer that he/she has the right to have a Union steward present at such meeting.

An employee shall be informed in writing of the reasons for disciplinary action taken against him/her.

13.02 **DISCHARGE GRIEVANCE** - A discharged employee who wishes to grieve the discharge may file a written grievance at Step 2 of the grievance procedure with the Publisher within twenty (20) days of the discharge.

13.03 **EMPLOYEE FILES** - An employee shall be entitled to a copy of any criticism, commendation or performance review that is placed on his/her file and to review such file annually.

ARTICLE 14 - TERMINATION

14.01 An employee's continuity of service shall be broken, his/her seniority lost, and his/her employment terminated when an employee retires, resigns, is discharged for just cause, laid off and not recalled within two (2) years, or absent without permission for a period of three (3) consecutive days without providing a reasonable explanation.

14.02 Upon termination of employment exclusive of retirement, resignation, or death, or discharge for just cause, an employee shall be given notice or pay in lieu thereof required by the Employment Standards Act. The Employer will notify the Union of the termination.

An employee who has passed the probationary period and is laid off shall be given a minimum of two weeks notice of termination, or pay in lieu thereof.

ARTICLE 15 - SENIORITY & SECURITY

15.01 **SENIORITY** - Seniority means length of continuous employment with the Employer. For part-time employees, seniority shall be based on the number of hours worked.

If a part-time employee becomes a full-time employee, he/she will receive seniority credit based on the number of hours worked since the most recent date of employment.

- 15.02 **LAYOFFS** – Whenever the Employer decides it is necessary to reduce staff, employees will be laid off in the reverse order of seniority by classification, provided that those remaining are qualified to perform the work required. For clarification, the Employer will consider skill, ability and sales performance when reviewing qualifications.

The Employer will provide the Union with two (2) weeks' notice of the layoff and the names of the employees affected.

- 15.03 **SEVERANCE PAY** - Employees who are laid off will receive severance pay calculated at the rate of one (1) week's pay for every six (6) months of continuous service to a maximum of fifty-two (52) weeks' pay. For commissioned sales employees, a week's pay is the employee's average weekly earnings over the prior fifty-two (52) week period.

- 15.04 **BENEFIT CONTINUANCE** - An employee who has been laid off shall have the option of continuing his/her benefit coverage for a three (3) month period provided he/she pays the full cost of premiums.

- 15.05 **VACANCIES** - Where vacancies occur in the bargaining unit subsequent to a lay-off, the Employer will invite and consider any applications for the vacant position (s) received from any employee who was laid off.

ARTICLE 16 - HOURS OF WORK

- 16.01 **WORK WEEK** - The work week shall consist of thirty-seven and one-half (37.5) hours within a seven (7) day week. Employees shall be entitled to two (2) days off per week, and wherever possible, days off will be consecutive.

- 16.02 **OVERTIME** - All overtime must be approved in advance by an employee's supervisor. A salaried employee authorized to work more than thirty-seven and one-half (37.5) hours in a week will be compensated for the overtime in time owing at straight time for the first two and one-half (2.5) hours and time and one-half for hours worked beyond forty (40) in a week.

Overtime provisions do not apply to commissioned sales employees, nor will such employees be paid time in lieu of overtime.

The past practice with regard to additional hours worked by Classified and Telemarketing sales staff shall continue.

ARTICLE 17 - CLASSIFICATIONS AND WAGES

17.01 WEEKLY SALARIES

Group A: Retail or Real Estate Sales Rep:
\$225.00 plus commission

Group B: Telemarketing Sales Rep:
\$340.00 plus commission

Group C: Classified Sales Rep:
\$225.00 plus Commission

Group D: Advertising Clerk:

	<u>August 25 2008</u>	<u>August 25, 2009</u>	<u>September 6, 2010</u>
Start	\$546.34	\$546.34	
1 year	\$591.98	\$591.98	
2 years	\$632.86	\$632.86	
3 years	\$691.54	\$691.54	

****September 6, 2010** the Group D rates shall be increased by 1.0 – 3.0% (based on average of previous 12 months Ontario CPI.)

**** September 5, 2011** the Group D **rates** shall be increased by 1.0 – 3.0% (based on average of previous 12 months Ontario CPI.)

17.02 Payment of wages shall be by bank deposit at a frequency established by the company from time to time. Employees will be provided with a minimum of three months notice of a change in pay frequency.

17.03 **EXPERIENCE** - Employees shall be paid at the appropriate grid rate for their classification based on their experience, which shall include employment in comparable work. Employees shall be classified by the Employer as to job title and experience rating at the time of hire.

17.04 **ANNIVERSARY INCREMENTS** – Employees shall advance on the wage grid on their anniversary date in the classification.

17.05 **TRAINER SALARY PREMIUM** – A trainer salary premium of \$25.00 per week shall be paid to a full-time classified sales employee assigned to train a new employee. The assignment of these duties will be made on a seniority basis, beginning with the most senior employee.

17.06 **NEW CLASSIFICATIONS** - The Employer shall notify the Union when new classifications are created. The parties shall meet and discuss the wage rate for the new classification. If the parties are unable to agree on a wage rate, the matter will be submitted for arbitration in accordance with the procedure outlined in Articles 9 and 10. The new wage rate shall be effective when it was first filled by an employee.

ARTICLE 18 - VACATIONS

18.01 **VACATION ENTITLEMENT** - Subject to 20.10, employees who have completed specified periods of service by June 30 of each year shall receive an annual vacation with salary and regular commissions paid on the following basis:

less than one year of continuous service - one and one-quarter days per month;
after one year of continuous service - 3 weeks annually (15 days maximum);
after seven years of continuous service - 4 weeks annually (20 days maximum);
after fifteen years of continuous service - 5 weeks annually (25 days maximum);
after twenty-three years of continuous service - 6 weeks annually (30 days maximum).

It is understood that vacations cannot be accumulated from year to year and that all vacations earned to June 30 shall be taken by the following March 31st, or the days will be forfeited.

18.02 **VACATION REQUESTS**—all requests for vacation may be submitted by April 15. Vacation selection shall be governed by seniority in each classification provided that the employee has submitted the vacation request by April 15. Subject to the above, vacation requests submitted after April 15 will be granted on a first come first served basis.

Subject to the above, each employee will be allowed two (2) weeks vacation during the summer vacation period which is defined as May 15 to September 30.

18.03 **VACATION PAY FOR COMMISSIONED STAFF** - In addition to salary and earned commissions, commissioned sales staff will receive the weekly average of their prior year's salary and commission earnings as vacation pay during each week of vacation leave. In the first year of employment, the average earnings will be based on the average salary and commissions earned to the date of the absence.

18.04 **VACATION PAY FOR PART-TIME AND TEMPORARY STAFF** - Regular part-time employees will receive vacation pay at the rate of 6% of their regular wages and commissions added to each regular weekly pay. Regular part-time employees are entitled to three (3) weeks unpaid vacation time off annually.

Casual part-time employees and temporary employees will receive vacation pay at the rate of 4% of their regular wages and commissions added to each regular weekly pay.

Casual part-time employees are entitled to two (2) weeks unpaid vacation time off annually.

ARTICLE 19 - HOLIDAYS

19.01 **PAID HOLIDAYS** - The following will be recognized as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Two (2) Floater days
Civic Holiday	

19.02 **FULL-TIME EMPLOYEES:**

- (a) To qualify for holiday pay, an employee must work his/her scheduled shift before and after the holiday, or his/her absence must be authorized. Holiday pay for commissioned sales employees is payment of salary plus regular commissions.
- (b) Floating holidays will be taken one in the first six (6) months of the year and the second in the last six (6) months of the year. To receive the floating holiday, an employee must have completed his/her probationary period. Floating holidays are days off only, and if not taken, are forfeited.
- (c) An employee who qualifies under 19.02 (a) and who works on any of the named holidays listed in 19.01 above, shall be paid at the rate of double time for all hours worked in addition to their regular day's pay for the holiday. Employees who receive both a salary and commission shall receive the premium rate on their salary only.

19.03 **REGULAR PART-TIME EMPLOYEES:**

- (a) To qualify for holiday pay, an employee must have worked his/her regularly scheduled shift before and after the holiday. Statutory holiday pay is based on the average daily gross earnings over the previous thirteen (13) week period.
- (b) When required by the Employer to work on the holiday, pay for time worked on the holiday will be according to the Employment Standards Act.
- (c) The floating holidays, one in the first six (6) months and one in the last six (6) months of the year, will be paid based on the average daily gross earnings over

the previous thirteen (13) week period. An employee must have worked six (6) months to be eligible for a floating holiday. Floating holidays are days off only, and if not taken, are forfeited.

19.04 CASUAL PART-TIME AND TEMPORARY EMPLOYEES:

- (a) An employee will qualify for holiday pay under the terms of the Employment Standards Act.
- (b) Floating holiday provisions do not apply to casual part-time and temporary employees.

ARTICLE 20 - LEAVES OF ABSENCE

20.01 PREGNANCY & PARENTAL LEAVE - Shall be granted according to the terms of the Employment Standards Act of Ontario.

20.02 PERSONAL LEAVE - Application for an unpaid personal leave of absence of up to six (6) months, and twelve (12) months for education leave, may be granted where the leave can be arranged without interference with the efficient operation of the newspaper. Wherever possible the leave must be requested in writing no less than thirty (30) days before the commencement date of the leave.

Employees on leave under this clause shall have their benefits continued if they pay the full cost of the premiums.

20.02 (A) EMERGENCY LEAVE – Where an employee requires emergency leave for personal or family reasons, the employee will give as much notice to the employer as possible in the circumstances.

20.03 BEREAVEMENT LEAVE - A full-time or permanent part-time employee will be granted up to five (5) scheduled working days' leave of absence with pay in the event of the death of a member of his/her immediate family which shall be limited to spouse, common-law spouse, same-sex partner, child, father or mother.

20.04 A full-time or permanent part-time employee will be granted up to three (3) scheduled working days' leave of absence with pay for the purpose of making arrangements and attending the funeral in the event of the death of a member of his/her immediate family which shall be limited to brother, sister, father-in-law or mother-in-law, grandparent, grandchild, brother/sister-in-law.

20.05 The days granted as leaves of absence with pay shall be for the primary purpose of mourning the loss of the loved one, arranging and/or attending the funeral. The days

granted shall generally be between the date of death and the funeral, depending on the religious beliefs of the employee.

- 20.06 The above is subject to the provision that the employee shall not receive any additional day or days' leave or pay because the death and/or arrangements and funeral occurred on a statutory holiday, or during his/her vacation, or during any leave of absence without pay.

Upon request, bereavement leave with or without pay may be granted or extended in special circumstances not covered by this Agreement.

- 20.08 Casual part-time employees and temporary employees shall be entitled to bereavement leave in accordance with the above, but without pay.

- 20.09 **UNION BUSINESS** - The Employer will, upon three (3) weeks' written notice from the Union, grant a leave of absence not to exceed five (5) scheduled working days, without pay, to an employee elected or appointed to any office of CEP, CLC, OFL, AFL-CIO or local labour council, or other union business for the purpose of performing duties of the office, provided that such leave does not unduly disrupt production of the newspaper. Not more than one (1) person shall be absent on such leave at any time except by agreement of the Employer.

- 20.09 (A) The Employer will, upon three (3) weeks' written notice from the Union, grant a leave of absence without pay, not to exceed five (5) scheduled working days, to an employee elected or appointed delegate to conventions, conferences, special meetings of CEP, OFL, CLC, AFL-CIO or local labour council or who is attending a union-related educational course, or other union business. Not more than one (1) person shall be absent on such leave at any time except by agreement of the Employer.

- 20.09 (B) No more than two (2) employees elected or appointed to the Union bargaining committee shall be granted a leave of absence without pay for that purpose, provided that such leave does not unduly disrupt production of the newspaper.

- 20.10 **SENIORITY AND SERVICE** - An employee who is absent on an approved leave provided for in this Article in excess of one (1) month (except Pregnancy/Parental leave), shall not accrue seniority during the leave of absence and such time shall not be considered service time in the computation of benefits dependent upon length of service.

ARTICLE 21 – BENEFITS

- 21.01 **SHORT-TERM DISABILITY** - Full-time employees who have completed three (3) months of continuous service are eligible for the Employer's short-term disability benefits which provide continuance of the employee's regular salary during the first fifteen (15) weeks of illness or disability. To qualify for benefits, an employee must be

unable to perform his/her normal duties due to illness or injury; be under the continuing care of a physician and not engaged in any occupation or employment for wages or profit; have notified his/her Department Head of his/her inability to attend work within one (1) hour of the start time unless an explanation satisfactory to the Department Head is provided.

The Department Head may request a medical certificate from the employee at regular intervals during the absence or may have the Employer's physician contact the employee's physician in order to confirm prognosis and expected date of return.

Commissioned sales employees will continue to receive commissions on their accounts for the first ten (10) working days of absence. After ten (10) working days, the sales employee will be paid commissions for the balance of the absence based on the average of his/her prior year's salary and commission earnings. In the first year of employment, the average earnings will be based on the average salary and commissions earned to the date of the absence.

In the event a classified sales employee returns to work following short-term disability at less than full-time hours, the employee shall be paid base salary at the full-time rate for a maximum period of 15 weeks (inclusive of the short-term disability period) and shall receive a proportional share of the commission pool based on actual hours worked.

- 21.02 **GROUP PLANS** - The Employer will continue to provide the current level of benefits to full-time employees who have completed three (3) months of continuous service and will share in the costs as follows. The Employer will pay 50% of the premium cost for hospitalization, medical, long-term disability and dental benefits and 100% of the premium cost of basic life insurance and A.D. & D. benefits. Employees will pay 100% of the premiums for optional group life insurance and any voluntary benefit plans.

Effective January 1, 2000, employees may elect to pay 100% of the premium for long term disability coverage. The Employer will pay 65% of the medical benefit (dental benefit if the employee does not subscribe to the medical plan) for any employee who elects to pay 100% of the long term disability premium.

- 21.03 **PENSION** - Employees covered by this Agreement will become members of the Metroland Pension Plan effective January 1, 1998, subject to the terms of the Plan.

Effective February 9, 2010, the Metroland Pension Plan will be closed to new members. Staff employed after February 9, 2010 will become members of Metroland's Group RRSP/DPSP program according to the terms of that plan.

- 21.04 Benefits provided to eligible employees under the insured benefit plans are subject to the conditions established by the insurance carrier.

The Employer reserves the right to change insurance carriers during the term of this Agreement. The Employer will notify the Union of any changes in premium rates.

- 21.05 **BUSINESS AUTOMOBILE INSURANCE** - The Employer will pay the difference between personal and business auto insurance to a maximum of \$270.00 effective January 1, 2009; \$280.00 effective Jan.1, 2011 for employees who submit, in confidence, to the Publisher, proof of a good driving record, provided the employee submits a letter from the insurance company showing the difference. Proof of payment of business insurance must be submitted to the Employer.

ARTICLE 22 - MISCELLANEOUS

- 22.01 **BULLETIN BOARD** - The Employer shall provide a bulletin board in a mutually satisfactory place for official Union notices, which will, in any event, not be contrary to good order and discipline.
- 22.02 **EXPENSES** - The Employer shall pay all authorized expenses incurred by an employee in the service of the Employer, if supported by vouchers or receipts.
- 22.03 **MILEAGE** - Authorized kilometre rate expenses shall be paid at the rate of .43 cents/kilometre which shall be adjusted in the same manner and effective date as the kilometre rate for the Main Editorial Bargaining unit.

The Employer may provide sales employees with a reasonable car allowance instead of mileage reimbursement.

- 22.04 **EDUCATIONAL ASSISTANCE** - The Employer will provide assistance in accordance with past practise and corporate policy.
- 22.05 **PHONE ALLOWANCE** - Employees may claim \$25.00 per month on their monthly expenses towards the cost of their cell phone.

ARTICLE 23 - JURY AND WITNESS DUTY

- 23.01 The Employer will pay an employee who is required by the court to be a witness or for Jury Service or is subpoenaed for other judicial proceedings (except proceedings between the parties) for each day of service, the difference between his/her regular pay and commissions, and the payment he/she received for jury or witness service. The employee will present proof of jury or witness service and the amount of pay received.
- 23.02 When an employee is excused from jury or witness duty for one-half (1/2) day or more, he/she must return to the newspaper and complete his/her regular shift unless otherwise mutually agreed between the Employer and the employee.

23.03 Casual part-time employees and temporary employees shall be entitled to be absent for jury and witness duty, but without pay.

23.04 The Employer agrees to pay regular wages and commissions to any employee who is absent from work on a regularly scheduled work day due to his/her required attendance at an arbitration or Labour Board hearing or for attendance at bargaining meetings with the Employer. The Union agrees to reimburse the Employer the amount of such wages and commissions paid.

ARTICLE 24 - DURATION AND RENEWAL

24.01 This Agreement shall become effective August 31st, 2009 and shall continue in effect until August 31st, 2012.

Within ninety (90) days prior to expiry of the Agreement, the Employer or Union may, on written notice to the other party, initiate negotiations for a new agreement. If, pursuant to such negotiations, an agreement is not reached prior to the expiration of this Agreement, this Agreement shall continue in full force and effect until execution of a new agreement or completion of conciliation proceedings as prescribed by law, whichever shall first occur.

IN WITNESS hereof the parties hereto have executed this Agreement on the 4th day of **June**, 2010.

For the Employer:

For the Union:

February 8, 2010

Mr. Michael Sullivan
National Representative
Communications, Energy and Paperworkers
Union of Canada

Dear Mr. Sullivan:

Re: Advertising Sales Employees & Metroland Pension Plan

This letter confirms the agreement reached during collective bargaining with respect to advertising sales employees and the Metroland Pension Plan.

1. Effective January 1, 2009, the base year will be moved ahead to 2005. Should the main editorial bargaining unit negotiate an improvement in base year, that improvement will apply to this bargaining unit.
2. Metroland will not withdraw any surplus from the Metroland Pension Plan.
3. Metroland will retain the power to amend the plan at its own discretion for the purpose of protecting the value of retired members' benefits against inflation and as may be necessary during the term of the Agreement to comply with legislation. However, the plan will be maintained during the life of the Agreement and will not be changed, except where provided above, as it affects members of the bargaining unit, without the agreement of the Union. Amendments with respect to the Editorial bargaining units will be applied to employees in this bargaining unit.
4. Employee contribution levels will be 2.5% of eligible earnings up to the YMPE and 5% beyond that level

Yours sincerely,

Brenda J. Biller
Senior Vice President, Human Resources
Metroland Media Group Ltd.

February 8, 2010

Mr. Michael Sullivan
National Representative
Communications, Energy and Paperworkers
Union of Canada

Dear Mr. Sullivan:

Re: Staff Reductions

This letter confirms the commitment made by the Company during bargaining that, in the event that staff reductions become necessary during the term of the collective agreement, the Company will:

1. Advise the Union in writing of the layoff and the number of positions/classifications to be reduced.
2. Post a notice advising advertising sales employees of the need to reduce staff and our intent to accept applications for voluntary resignations with severance pay as provided by the collective agreement for employees who have been laid off.
3. Interested employees in the advertising sales departments will be required to apply within a specified time frame.
4. Acceptance of the voluntary resignation will be at the Publisher's discretion.

Yours truly,

Brenda J. Biller
Senior Vice President, Human Resources
Metroland Media Group Ltd.

February 8, 2010

Mr. Michael Sullivan
National Representative
Communications, Energy and Paperworkers
Union of Canada

Dear Mr. Sullivan:

Re: Commission Programs

This letter will confirm the understanding reached during bargaining regarding commission programs for sales employees.

The base commission plan will be as follows:

Retail & Real Estate	8% of local revenue on sales up to prior year and an additional 4% on growth over prior year's sales, effective date of ratification. 3 - 7% for corporate service accounts (level to be determined by the Employer) 5% outside Simcoe County ads sold into other Simcoe County markets but not sold into Barrie 10% inside Simcoe County (ads that appear in other Simcoe County papers that also appear in Barrie)
Telemarketing	10% for local and combo inside Simcoe County and an additional 4% on growth of local sales over prior year. 5% combo outside Simcoe County
Classified	5% of classified revenue including corporate shared on the group's sales. Part-time staff will have their share pro-rated on hours worked as a percentage of a 37.5 hour work week 10% of personal telemarketing sales 5% combo outside Simcoe County - personal sales

New Classified Reps - For the first eight (8) weeks of employment, new classified reps shall be excluded from the commission pool and shall be paid by the employer a weekly amount equivalent to 75% of an equal share of the commission pool.

Classified - reps will share a pooled monthly incentive of 0.5% of classified revenue including corporate when the monthly target for the Classified Department is met.

An annual incentive equal to 0.5% of pooled revenue will be paid when the annual classified target is met or achieved.

Although commission plans once established rarely change, the parties understand and agree that reasonable adjustments to the commission plans may be made during the term of the Agreement.

The Employer will meet with the Union to discuss any proposed amendments to commission plans, prior to the implementation of any changes.

Yours truly,

Brenda J. Biller
Senior Vice President, Human Resources
Metroland Media Group Ltd.

February 8, 2010

Mr. Michael Sullivan
National Representative
Communications, Energy and Paperworkers
Union of Canada

Dear Mr. Sullivan:

Re: Car Allowance

This will confirm the understanding reached during our 2009 bargaining regarding car allowance.

Car allowance are payable only to those required to use a car for company business. The rates subject to Article 22.03 are as follows:

Retail, Real Estate	\$ 95.00 per week
	\$100.00 per week, effective January 1, 2011
	\$110.00 per week, effective January 1, 2012

The parties agree that the long term Policy and practice whereby employees do not receive car allowance during periods of paid or unpaid time off, shall continue.

Yours truly,

Brenda J. Biller
Sr. Vice President, Human Resources
Metroland Media Group Ltd.

February 8, 2010

Mr. Michael Sullivan
National Representative
Communications, Energy and Paperworkers
Union of Canada

Dear Mr. Sullivan:

CEP Humanity Fund

This is to confirm the understanding reached during contract negotiations that Metroland Printing, Publishing & Distributing Ltd., shall provide bargaining unit employees with the opportunity to contribute voluntarily to the CEP Humanity Fund through payroll deductions of one (1) cent per hour (negative option sign up).

Yours truly,

Brenda J. Biller
Senior Vice President, Human Resources
Metroland Media Group Ltd.

February 8, 2010

Mr. Michael Sullivan
National Representative
Communications, Energy and Paperworkers
Union of Canada

Dear Mr. Sullivan:

Benefit and Pension Improvements

This letter will confirm the understanding reached during bargaining that in the event the Main Editorial Group negotiates changes to the Company benefit programs, those changes will apply to this bargaining unit.

Should a wholesale change to the structure of the benefits program introduced, including any 'optional' programs, the bargaining unit will be given the opportunity to vote to accept or reject such changes.

Yours truly,

Brenda J. Biller
Senior Vice President, Human Resources
Metroland Media Group Ltd.

February 8, 2010

Mr. Michael Sullivan
National Representative
Communications Energy and Paperworkers
Union Of Canada

Dear Mr. Sullivan:

Re: Clarification of Guidelines for Credit Notes & Write-Offs

Write-Offs:

There will be no charge back of commissions to a sales rep where the account has money owing to the company that has been written off provided that the sales rep has followed correct credit procedures.

Credit Notes:

Credit Notes will be reviewed on an individual basis and a decision to reverse commission made depending on the circumstances involved. A sales rep will be provided with a copy of the credit note and reason for the reversal of the commission. Should a sales rep have questions or require clarification of the decision, he or she should discuss the matter with his or her Manager and/or Director of Advertising.

Yours truly,

Brenda J. Biller
Senior Vice President, Human Resources
Metroland Media Group Ltd.

February 8, 2010

Mr. Michael Sullivan
National Representative
Communications, Energy and Paperworkers
Union of Canada

Dear Mr. Sullivan

Incentive Targets

This letter confirms the company's commitment to set local classified incentive targets at a fair and reasonable level, as a percent increase over the prior year's actual sales.

For 2010 the incentive targets will be 2009 actual plus 5% on both the monthly and annual plans.

Yours truly;

Brenda J. Biller
Senior Vice President, Human Resources
Metroland Media Group Ltd.