

IN THE MATTER OF A COLLECTIVE AGREEMENT

BETWEEN:

**MING PAO NEWSPAPERS (CANADA) LTD.
(hereinafter referred to as the “Employer”)**

- and -

**CEP LOCAL 87-M SONG
(hereinafter referred to as the “Union”)**

June 4, 2012 – June 3, 2014

INDEX

ARTICLE 1 – RECOGNITION	3
ARTICLE 2 – MEMBERSHIP & DUES DEDUCTION	3
ARTICLE 3 – UNION REPRESENTATION.....	5
ARTICLE 4 – MANAGEMENT RIGHTS & BARGAINING UNIT WORK	6
ARTICLE 5 – NO STRIKE, NO LOCKOUT.....	8
ARTICLE 6 – GRIEVANCE/ARBITRATION PROCEDURE	8
ARTICLE 7 – SENIORITY AND SERVICE.....	10
ARTICLE 8 – LEAVES OF ABSENCE.....	14
ARTICLE 9 – TEMPORARY EMPLOYEES AND PART TIME EMPLOYEES... 	16
ARTICLE 10 – PROBATIONARY EMPLOYEES, DISCIPLINE AND DISCHARGE	18
ARTICLE 11 – PREGNANCY AND PARENTAL LEAVE	18
ARTICLE 12 – HEALTH AND SAFETY	18
ARTICLE 13 – RELATIONSHIP AND INFORMATION.....	19
ARTICLE 14 – HOURS OF WORK/OVERTIME AND PREMIUM PAYMENTS. 	20
ARTICLE 15 – JOB VACANCIES	22
ARTICLE 16 – INTENTIONALLY DELETED	23
ARTICLE 17 – VACATIONS	23
ARTICLE 18 – RECOGNIZED HOLIDAYS.....	24
ARTICLE 19 – BENEFITS AND SICK LEAVE ENTITLEMENTS.....	25
ARTICLE 20 – EXPENSES	27
ARTICLE 21 – SEVERANCE PAY.....	28
ARTICLE 22 – INTENTIONALLY DELETED	29
ARTICLE 23 – PROFESSIONAL ISSUES	29
ARTICLE 24 – INTENTIONALLY DELETED	30
ARTICLE 25 – WAGES, SALES COMMISSIONS	30
ARTICLE 26 – DURATION.....	31
LETTER OF UNDERSTANDING #1.....	34
LETTER OF UNDERSTANDING #2.....	34
LETTER OF UNDERSTANDING #3.....	34
LETTER OF UNDERSTANDING #4 - JOB CLASSIFICATIONS	34

APPENDIX A	36
APPENDIX B	40

ARTICLE 1 - RECOGNITION

- 101 The Employer recognizes the Union as the exclusive bargaining agent for all employees of Ming Pao Newspapers (Canada) Ltd. in the city of Toronto save and except supervisors, persons above the rank of supervisor and persons employed in a confidential capacity in matters pertaining to labour relations.

Clarity Note:

Supervisors are persons performing managerial functions as per section 1(3)(b) of the Act.

- 102 In this Collective Agreement, it is presumed that gender references to male or female employees apply equally to the other sex.

ARTICLE 2 – MEMBERSHIP & DUES DEDUCTION

- 201 The Employer agrees as required by section 47 of the Ontario Labour Relations Act, 1995, as amended from time to time, to deduct from the monthly earnings of each employee covered by the Collective Agreement, an amount equal to the regular union dues (as specified in writing by CEP, Local 87-M, Southern Ontario Newsmedia Guild and calculated in accordance with the terms below) and to remit the total of such deductions by cheque to the Treasurer of the Union before the 15th day of the month following the month in which deductions are made. The Employer shall, when remitting dues, give the names of the employees from whose pay deductions have been made.
- 202 The monthly remittance of dues to the Union shall be substantiated by a separate listing of gross earnings and dues deductions for each employee for the month. The Employer must receive written notification of any changes in the amount of regular monthly union dues. Such change shall be implemented in the month following notification.
- 203 In addition to the foregoing, the Employer agrees upon receipt of written direction from the Union, which shall be given at least two weeks in advance of such deduction, to deduct special assessments as required by the Union and to remit the deductions by cheque to the Treasurer of the Union before the 15th day of the month following the month in which the deductions are made. The Employer shall provide the names of the employees whose pay deductions have been made to the Union.
- 204 The Union shall indemnify and save harmless the Employer including its agents and employees from any and all claims or actions arising out of or in any way related to deductions made in accordance with this article.

- 205 All employees in the bargaining unit who were members of the Union on September 14, 2010 or who join thereafter, shall as a condition of continued employment, be required to maintain their membership in good standing in the Union in accordance with its constitution and by-laws for the duration of the Agreement.
- 206 All persons accepting employment in the bargaining unit on or after September 14, 2010 shall become Union members upon successfully completing their probationary period, and shall, as a condition of employment, remain Union members in good standing for the period of this Agreement.
- 207 The Union agrees that it will admit to membership and retain in membership any employee in the bargaining unit who have successfully completed their probationary period, subject to the constitution of the Communication, Energy and Paperworkers Union of Canada and the by-laws of the CEP, Local 87-M, Southern Ontario Newsmedia Guild.
- 208 CEP Humanity Fund:
- (a) 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.
 - (b) The monies so authorized to be deducted shall be remitted to the charitable foundation known as the CEP Humanity Fund no later than the 15th day of the month following the month in which the deductions were made. The Employer shall also include with the remittance the number of employees for whom contributions have been made;
 - (c) The first deduction for the fund will be made commencing on the first full pay period after an employee's authorized deduction to the Employer has been provided to the Employer;
 - (d) 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.
 - (e) All such employee contributions to the CIA' Humanity Fund shall be recorded on the employee's T4 Form.

ARTICLE 3 – UNION REPRESENTATION

- 301 The Employer acknowledges the right of the Union to appoint or otherwise select not more than seven (7) Stewards, who have successfully completed their probationary period, for the purpose of investigating and handling grievances and attending meetings with management in accordance with the provisions of this Collective Agreement without loss of pay. The Union may also elect or appoint alternates to the designated Stewards on the understanding that such alternates only act in the absence of the designated Steward. The Union will notify the Employer in writing who the Stewards are, and of any changes. The Employer shall not be required to recognize Stewards until such time as it has been notified in writing of their appointment by the Union.
- 302 A Steward's first obligation is to the performance of his regular duties and he shall not leave his duties without first obtaining permission from his supervisor and shall advise the supervisor of the nature of his business and approximate duration and report back in a timely manner to the supervisor at the time of his return to work. Permission shall not be unreasonably withheld. At no time shall a Steward interrupt an employee while that employee is performing their assigned functions without first obtaining the permission of that employee's supervisor and that permission shall not be unreasonably withheld.
- 303 The Union may appoint or elect a Negotiating Committee not to exceed five (5) employees from the bargaining unit, who have successfully completed their probationary period, for the purpose of negotiating the renewal of the Collective Agreement and to allow Union Negotiating Committee members a reasonable amount of unpaid leave of absence for the purpose of preparing for and attending bargaining meetings provided sufficient advance notice has been provided to the Employer of the Union's request for such an employee leave. The Union shall notify the Employer in writing of the names of the members of the Negotiating Committee at the time of their appointment and the Employer shall not be required to recognize any committee member until it has been so notified.
- 304 Authorized representatives of the Union shall be permitted, if permission is first obtained from the President or his designate, to enter the premises of the Employer at reasonable times (the Employer will not unreasonably withhold such permission), and provided same does not interfere with the operations of the Employer, for the purpose of attending to matters set out in this Collective Agreement. Said Union representatives will provide as much advance notice as possible of a request to enter the premises of the Employer with such notice being given to the President or his designate.
- 305 The Employer shall advise new employees and employees who are

transferred into the bargaining unit that a Collective Agreement is in effect and agrees to notify the employee(s) as to the name of the Unit Chairperson.

- 306 The Employer agrees to provide a bulletin board for employees covered by this Collective Agreement. The bulletin board will be used for legitimate Union business. Posting of notices which are derogatory to the Employer shall not be permitted.
- 307 The parties agree that it is beneficial to meet to discuss matters of mutual interest and/or concern (excluding grievance meetings) from time to time. To this end, Union/Management meetings may be held upon mutual agreement between the President (or his designate) and the Union. Representation from either party will be limited to a maximum of three attendees. The Local President and/or the Local Representative of the Union may also attend such meetings. The parties shall endeavour to provide each other with agenda items one week prior to the meeting.

ARTICLE 4 – MANAGEMENT RIGHTS & BARGAINING UNIT WORK

- 401 The Union recognizes and acknowledges that the management of the Employer and the direction of the working forces are fixed exclusively in the Employer. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain standards, order, discipline and efficiency;
 - (b) Hire, assign, direct, schedule, promote, demote, classify, transfer, layoff, recall and discharge or otherwise discipline non-probationary employees for just cause;
 - (c) Make, enforce, and alter, from time to time, reasonable rules and regulations to be observed by the employees;
 - (d) Determine the nature and kind of business conducted by the Employer, determine the location and type of operations and the methods and techniques of work, the schedules of work, equipment to be used, the content of jobs, the scheduling of shifts and overtime, the number of personnel to be employed in the operation or on any particular job within the operation, determine job qualifications, work shifts, work performance levels and standards of performance, the methods of evaluation of employees and all other functions and prerogatives herein before invested in and exercised by the Employer shall remain solely with the Employer;

- (e) Establish and administer reasonable tests for the purpose of assisting the Employer and determining an employee's qualifications;
 - (f) Discipline or discharge a probationary employee for any reason satisfactory to the Employer.
- 402 The Employer agrees that it will not exercise its functions in a manner inconsistent with the express provisions of this Collective Agreement which shall serve as the only limitations upon such functions provided the Employer exercises its rights in a manner that is fair and reasonable.
- 403 The Union recognizes that the Employer shall have the exclusive right to assign work and to determine from time to time, and at any time, the person or classification to which its work shall be assigned provided that the assignment, to the extent possible, is within the basic skills of the person to whom the assignment is given. The assignment of work to a particular person or classification shall not limit the right of the Employer to reassign such work to another person or classification. "Person" refers to a bargaining unit employee.
- 404 Non bargaining unit employees will not do any work on any job normally performed by an employee in the bargaining unit save and except:
- (a) work which is occasional, irregular, or short-term such as instruction, training, and/or relief of employees;
 - (b) in experimental or development work, troubleshooting, monitoring or retrofitting of equipment;
 - (c) in situations which call for immediate action to maintain quality standards, maintain production, efficiency and yields, safeguard health and welfare, or prevent damage to equipment, product or machines, or in an operational emergency when no trained employee is immediately available; and
 - (d) with respect to workplace technology the certification of parts and processes, verification and determination of capability, repeatability and reliability, as well as activities related to requirements such as advance product quality planning, production parts approval process, continuous improvement and audits.
- 405 The Employer agrees that it will not contract out work normally and currently performed by an employee in the bargaining unit without first providing the Union with written notice of its intention to contract out such work. The Employer also agrees to meet with the Union, should the union

so request, to discuss the reasons for the contracting out and the nature of the work involved.

ARTICLE 5 – NO STRIKE, NO LOCKOUT

501 While the Collective Agreement is in force, neither the Union nor any employee shall take part in or call or encourage any strike as defined by the Labour Relations Act, 1995 as amended from time to time. While the Collective Agreement is in force, the Employer shall not engage in any lockout of employees.

ARTICLE 6 – GRIEVANCE/ARBITRATION PROCEDURE

601 The purpose of this Article is to establish a procedure for the settlement of grievances, the Employer and Union agreeing that it is of utmost importance to adjust grievances as quickly as possible.

602 An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Collective Agreement shall discuss his complaint with his supervisor/manager. Such a complaint shall be brought to the attention of the supervisor/manager within ten (10) working days of when the circumstances giving rise to the complaint were known or ought to have been known to the employee. The supervisor/manager shall state his decision verbally within ten (10) working days of receiving the complaint.

Step 1 Should the employee be dissatisfied with the supervisor/manager's disposition of the complaint, he may, with the assistance of his Union Steward, refer such matter on a written grievance form supplied by the Union to the Employee's immediate supervisor or manager or his designee, who shall answer the grievance in writing to the Union within five working days. The complaint shall constitute a formal grievance at Step 1 and shall be filed within seven (7) working days of receipt of the reply of the supervisor/manager. The grievance shall specify the nature of the alleged violation of the Collective Agreement and the general relief sought.

Step 2 If no settlement is reached at Step 1, the grievor, a Union Steward and representatives of management shall meet within seven (7) working days or a time mutually agreed upon, to discuss the grievance. The Employer representatives shall reply in writing to the Union within seven (7) working days following the meeting.

Step 3 If no settlement is reached at Step 2, the grievor, a Union

Steward and representatives of management shall meet within seven (7) working days, or a time mutually agreed upon, to discuss the grievance. The Union's National Representative or Local President may be in attendance at this meeting. The Employer representatives shall reply in writing to the Union within seven (7) working days following the meeting.

- 603 The Employer will recognize a group grievance as one which affects more than one employee with respect to whom the issues and facts are substantially the same. A group grievance shall commence at Step No. 2.
- 604 The Union or the Employer may initiate a Policy grievance beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within ten (10) working days of the incident giving rise to the complaint and be in the form prescribed in Step 1.
- 605 Any grievance which has is not commenced or processed through the next stage of grievance procedure within the time frame specified in this article shall be deemed to have been dropped. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Union.
- 606 An employee who has successfully completed his probationary period who is discharged or suspended for more than seven (7) working days may file a grievance at Step 3 of the Grievance Procedure within seven (7) working days after such discharge or suspension.
- 607 "Working Days" as referenced in this Article shall be deemed to exclude Saturdays, Sundays, and Paid Holidays.
- 608 Where a difference arises between the parties relating to the interpretation, application or administration of this Collective Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Collective Agreement has been violated, either party may, after exhausting any grievance procedure established by this Collective Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other party within fifteen (15) working days of the reply under Step 3 of the Grievance Procedure.
- 609 The arbitration procedure incorporated in this Collective Agreement shall be based on the use of a single arbitrator.
- 610 The grieving party's notice as referenced in Article 608 above shall also contain a list of three arbitrators for consideration. If none of the three are chosen, then the other party shall, within one week of the date of the first list, submit a list of three different names for consideration. If none is

selected, either party may ask the Minister of Labour to make an appointment.

- 611 If either party feels that the time taken for a chosen arbitrator to hear the case is too long, the parties may by mutual agreement choose another arbitrator or ask the Minister to make an appointment.
- 612 Each of the parties will bear its own expense with respect to any arbitration proceedings. The parties will bear jointly the expenses of the arbitrator on an equal basis.
- 613 The arbitrator shall not be authorized, nor shall the arbitrator assume authority, to alter, modify or amend any part of this Collective Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Collective Agreement.

ARTICLE 7 – SENIORITY AND SERVICE

- 701 Seniority means length of continuous service in the bargaining unit. Full Time Employees shall accrue seniority from last date of hire. Seniority for Part Time Employees shall be based on hours worked commencing September 15, 2010. For all time worked prior to September 15, 2010 by Part Time Employees seniority shall be based upon date of hire divided by two. Temporary employees shall not accumulate seniority. When two (2) or more employees commence work in the same seniority group on the same day, the procedure for establishing their relative seniority shall be based upon a coin-flip.
- 702 The Employer shall maintain seniority lists for Full Time and Part Time Employees (containing the employee's name, last date of hire and current job classification). The Employer will post a copy on the Union bulletin board and provide the Union a copy within thirty (30) days of ratification of this Agreement and every six (6) months thereafter and, in so doing, the Employer shall highlight any changed or new seniority dates. Upon the posting of the seniority lists, employees shall have thirty (30) days in which to file complaints against their seniority standing and if no complaints are filed or if filed, complaints are satisfied, it is deemed that the seniority lists as posted or corrected is final.
- 703 An employee who accepts a transfer or promotion out of the bargaining unit shall forfeit all seniority rights.
- 704 It shall be the responsibility of an employee to keep the Employer advised, in writing, of his current address and telephone number. The Employer shall be deemed to have given an individual on layoff notice of recall by sending notice of recall by registered mail to the last address supplied by

- the individual. Such notice shall include the date and time at which the individual is to report to work. Such notice shall be deemed to be received upon the date the Employer's letter or Canada Post notice is delivered as established by Canada Post (registered mail). The employee shall have up to three (3) working days to respond to the Employer's notice and up to ten (10) working days to report to work.
- 705 A break in the seniority shall be deemed to have occurred and employment shall be terminated if an employee:
- (a) quits, resigns or retires;
 - (b) is discharged and is not reinstated by agreement of the parties or the grievance/arbitration process;
 - (c) is absent from work without permission for three (3) consecutive scheduled work days, without notifying the Employer prior to such absence unless the employee has a valid reason acceptable to the Employer, acting reasonably, for not having reported to work and not having contacted the Employer;
 - (d) has been absent due to lay-off for a period longer than twelve (12) months. In the case of employees with less than twelve (12) months of seniority, the greater of six (6) months or the length of said seniority at the time of lay-off; and
 - (e) fails to return to work upon recall in accordance with Article 704.
 - (f) is absent due to illness, injury or disability (including illness, injury or disability in accordance with the *Workplace Safety and Insurance Act*) for a period of time exceeding twenty-four (24) months subject to the Employer's responsibilities under the Ontario Human Rights Code;
- 706 Part Time Employees who become Full Time Employees shall be credited for part time service by having a seniority calendar date established on the actual hours worked (save and except service prior to September 15, 2010 shall be calculated at 50% for the purposes of determining seniority). Full Time Employees who become Part Time Employees shall be credited on the basis of 2080 hours per year of completed service or as appropriate *pro rata*.
- 707 (a) An employee shall perform any temporary work which the Employer directs with the understanding that when an employee is assigned to a classification with a lesser pay, he shall receive his regular rate of pay.

- (b) Employees temporarily assigned for a minimum of one full shift or more to a higher paid classification shall receive the minimum rate of the higher classification next higher in dollars to the rate they received in the lower classification.

- 708 (a) When it is determined by the Employer that a reduction in the workforce of greater than one week, but less than four weeks, is necessary, not less than one weeks notice shall be given to the Union and the employees affected.

When it is determined by the Employer that a reduction in the workforce of greater than four weeks is necessary, not less than two weeks notice shall be given to the Union and the employees affected.

- (b) Within the notice period mentioned above, the Employer shall consider requests for voluntary resignations from other employees in the work classification groups involved. If approved, such employees shall be paid severance pay in accordance with the provisions of the collective agreement.
- (c) Prior to requiring a layoff, the affected employee(s) shall be offered the opportunity to be placed into any bargaining unit vacancy for which he or she has the necessary skills, qualifications, and ability to perform the job.
- (d) The Employer will give the Union and employees as much advance notice as practicable of technological change which can reasonably be anticipated to necessitate a staff reduction affecting employees in the bargaining unit, but in any event the Employer will enter into discussions with the Union as to reducing the disruption of employment and the feasibility of employing existing staff in connection with the new technology. Present employees will be given a reasonable period for training in order to become proficient on the new equipment. In no case shall such period exceed three (3) months.

- 709 Layoffs within any classification shall be based upon reverse seniority provided the remaining employees have sufficient skills, qualifications, and ability to perform the work.

It is understood that in the event of a layoff notice, "seniority" shall be amended to provide that the Union Unit Chair, Unit Vice-Chair, and Unit Secretary shall be deemed to have the most seniority of any employee in their respective job classifications.

- 710 An affected employee may bump the most junior employee in an equivalent or lower classification provided the position is held by a more junior employee and provided he or she has the skill, qualifications, and ability to competently perform the job. Any employee wishing to bump must do so within one (1) week of receiving their notice of layoff if notice is required to be provided in accordance with Article 708.
- 711 An employee who bumps into a position in an equivalent or lower classification shall be paid no less than his or her current rate, or the maximum for that classification, whichever is less
- 712 The person so displaced may exercise a similar right to bump in accordance with Article 710 within one (1) week.
- 713 Any employee who is laid off under this Article shall receive no less than the notice provided for in Article 708.
- 714 Full Time Employees may bump Part Time Employees subject to the restrictions and provisions set out in Article 710 above. Part Time Employees may not bump Full Time Employees.
- 715 During layoff, seniority shall not be broken but shall not accrue, subject to the time limits specified under Article 705(d).
- 716 Recall of bumped or laid off employees to available vacancies in their previously held positions shall prevail over Article 15 (Hiring, Promotion & Transfer). Affected employees shall be offered reinstatement to employment in the classification held prior to layoff on the basis of seniority, in reverse order of their layoff, provided they have the skills, qualifications, and ability to perform the available work, before other help may be employed. Notification of recall shall be by letter addressed to his or her last known address on the Employer's records with a copy sent to the Union. The recall rights will not extend for a period longer than twelve (12) months.
- 717 Full Time Employees may decline recall to a Part Time position without affecting their recall rights. However Full Time Employees who accept recall to a Part Time vacancy (which they can fill in accordance with the restrictions set out in Article 716) shall have priority to the next full-time vacancy (which they can fill in accordance with the restrictions set out under Article 716) over other employees, including more senior employees, who declined recall to a Part Time position.

ARTICLE 8 - LEAVES OF ABSENCE

801 Personal Leave of Absence

- (a) The Employer may grant a personal leave of absence without pay, up to a maximum of four (4) months, to an employee who has successfully completed his probationary period, for good and sufficient personal reasons and subject to the business requirements of the Employer's operation being able to be attended to, in an efficient and responsible manner. The Employer may, in its sole discretion, grant a personal leave of absence in excess of four (4) months.
- (b) A personal leave of absence shall be requested by an employee in writing to his Supervisor as far in advance as possible and in any event, at least a minimum of three (3) weeks prior to the commencement of the requested leave (except in the case of emergencies where an employee will be required to provide notice in as timely a manner as possible), and shall set out the length of leave of absence requested and the purpose of the leave.
- (c) A personal leave of absence granted by the Employer shall be confirmed in writing and shall set out the length of leave of absence granted, the purpose of the leave and terms, if any, on which it is granted.

802 Union Leave

Taking into account the needs and efficiencies of the business, upon three (3) weeks written notice the Employer may grant leave of absence without pay to not more than three (3) employees at any one time and not more than one per Department if the employee has been elected or appointed as a delegate to conventions or conferences of the Communications, Energy and Paperworkers Union of Canada, Ontario Federation of Labour, Canadian Labour Congress or Local Labour Council or Local 87M meetings. Such a leave shall not be unreasonably denied and shall not exceed seven (7) days in duration. An employee on leave under this clause shall accrue seniority and service. Notwithstanding the limitation of three employees at any one time, above, the limit shall be increased to four (4) employees at any one time and not more than one per department for the purposes of participating in the CEP educational curriculum (e.g. stewardship).

803 Full Time Union Officers

Notwithstanding article 802, 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. Continuous service shall continue to accrue during such leaves.

804 Jury Duty/Crown Witness Leave

- (a) An employee who is selected for service as a juror or summoned as a Crown witness will be compensated for loss of pay, (up to a maximum of ten (10) calendar days for Part Time Employees) from his regularly scheduled shift, due to such jury or Crown witness service. Such compensation will be based on his regular rate less the fee received for his services as a juror or Crown witness. However, should the employee present himself for selection as a juror and not be selected, then he is required to return to work to complete his remaining normally scheduled work day, unless authorized otherwise by the Employer.
- (b) In order for an employee to qualify for payment under this section, he must:
 - (i) inform his Supervisor of his selection or subpoena and provide the Employer with a copy of the Summons to Witness or Jury Duty;
 - (ii) if released from service as a juror or Crown witness and six (6) hours or more remain in the employee's regularly scheduled hours, he must return to work to complete his remaining normally scheduled work day;
 - (iii) provide a written statement to the Employer indicating the date of his service as a juror or Crown witness and the time so spent and the fee received for such service; and
 - (iv) have successfully completed his probationary period.

805 Except for statutory approved leaves pursuant to the Employment Standards Act, 2000, or union leave in accordance with Article 802, an employee, who has successfully completed his probationary period and who is on an authorized leave greater than one month's duration, shall neither lose nor accrue continuous service or seniority, provided it is understood that seniority and continuous service shall accrue for the first month of the leave.

806 Bereavement Leave

The Employer shall grant to an employee who has successfully completed his probationary period up to a maximum of five (5) consecutive scheduled working days leave of absence with pay in any consecutive seven (7) calendar day period for the purpose of making arrangements for and/or in attending the funeral of the employee's spouse (including common-law spouse and same sex partner at law), child (child includes step-children) and father or mother. The Employer shall have the right to request and receive proof of death relating to any such absence. The Employer shall have the right to request and receive proof of death relating to any such absence, and the employee shall make his best effort to obtain and present this proof within a reasonable time following the completion of the leave, but no longer than 3 months thereafter.

The Employer shall grant to an employee who has successfully completed his probationary period up to a maximum of three (3) consecutive scheduled working days leave of absence with pay in any consecutive seven (7) calendar day period for the purpose of making arrangements for and/or in attending the funeral of the employee's brother, sister, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law and brother-in-law. The Employer shall have the right to request and receive proof of death relating to any such absence, and the employee shall make his best effort to obtain and present this proof within a reasonable time following the completion of the leave, but longer no than 3 months thereafter.

ARTICLE 9 – TEMPORARY EMPLOYEES AND PART TIME EMPLOYEES

Temporary Employee

- 901 A temporary employee is one who is hired to:
- (a) cover a leave of absence due to pregnancy and/or parental leave or for other leave of absence including vacation absences; or,
 - (b) work on special projects or for a specified time in either case not to exceed six (6) months. The Union shall be notified of the nature and duration of such temporary hiring.
- 902 Temporary employees who transfer to permanent employment at the end of their temporary term shall be credited with their temporary service and if they are transferred into the same classification they are not required to complete the probationary period providing they have worked in that classification for longer than the probationary period.

903 Temporary employees shall be covered by all Articles of this Collective Agreement except Articles 7, 8, 15, 17, 18, 19, 20 (only with respect to 2003) and 21.

Vacation entitlement and vacation pay, as well as statutory holiday and statutory holiday pay shall be governed by the provisions of the *Employment Standards Act, 2000*.

Part Time Employee

904 A Part Time Employee is one who is hired to work thirty-two hours or less per week, exclusive of meal periods. A Part Time Employee who works more than thirty-two hours per week, exclusive of meal periods, for more than thirty-five weeks in a twelve-month period (commencing January 1, 2012) shall be deemed to become a Full Time Employee.

905 Part time employees are not covered by Article 19. Part time employees will not be covered by Article 1701 (b) and (c) and instead shall receive the following vacation entitlements:

a) Part time employees who have not accrued 10,000 hours of service shall be paid 4% of their gross earnings weekly as vacation pay, and shall be entitled to two weeks' unpaid vacation time each year.

b) Part time employees who have accrued 10,000 hours of service shall be entitled to 3 weeks vacation and 6% vacation pay.

906 Subject to Article 905 and Article 1806, vacation entitlement and vacation pay, as well as statutory holiday pay shall be governed by the provisions of the *Employment Standards Act, 2000*.

907 On any day on which the Employer schedules a Part Time Employee to work he shall not be scheduled to work less than three (3) hours.

908 Hours shall be offered in a fair and reasonable manner among Part Time Employees in the classification. This shall apply to opportunities to perform Full Time temporary assignments.

909 Except as provided in article 709, the Employer shall reduce hours among Part Time Employees in the same job classification in a fair and reasonable manner.

ARTICLE 10 – PROBATIONARY EMPLOYEES, DISCIPLINE AND DISCHARGE

1001 An employee will have no seniority and shall be considered on probation until he has completed three consecutive calendar months of employment or in the case of a Part Time Employee has completed sixty-five shifts, since the last date of hire with the Employer. The probationary period may be extended by mutual agreement with the Union. Upon completion of the probationary period the employee shall be granted seniority with credit from their last date of hire.

1002 A probationary employee may be dismissed at any time during the probationary period if, in the opinion of the Employer, the employee is not satisfactory. The Employer's decision to dismiss the employee shall not be arbitrary, discriminatory or made in bad faith.

1003 A copy of any written discipline, notice of suspension or dismissal will be provided to the Union in a timely manner.

1004 Every employee shall have the right to inspect his personnel file upon reasonable notice. For the sake of clarity this does not include files or documents developed in connection with the grievance procedure. An employee shall have the right to review or make a copy of the file in the presence of management. Copies may only be made of documents written by management that assess or comment upon employee conduct or performance.

1005 When dealing with an employee's conduct that could result in discipline, suspension or discharge, the Company shall advise any such potentially affected employee of his right to Union representation. In doing so, the company agrees to make all reasonable efforts to secure Union representation prior to commencing the interview.

ARTICLE 11 – PREGNANCY AND PARENTAL LEAVE

1101 Pregnancy and parental leave shall be granted in accordance with the provisions of the Employment Standards Act, 2000, as amended from time to time.

ARTICLE 12 – HEALTH AND SAFETY

1201 The Employer, the Union and the employees agree to cooperate in the prevention of accidents and the promotion of safety and health of the employees on the Employer's premises and/or during the hours of their employment.

- 1202 The parties agree that it is the responsibility of each employee to work safely, to perform his job properly in accordance with established procedures, and to wear proper apparel and personal protective equipment, as required or as provided to the employee by the Employer.
- 1203 The Employer shall continue to supply uniforms according to current practice. The Employer shall reimburse all staff in the CTP, Printing and Finishing Departments up to \$110 for the purchase of CSA approved "Green Patch" safety shoes. In order to qualify for reimbursement the employee must submit a receipt. Full Time Employees shall be entitled to shoe replacement each 12 months and Part Time Employees shall be entitled to shoe replacement each 18 months. Employees serving their probationary period shall be required to purchase safety shoes at their own expense. This cost shall be reimbursed (up to \$110) to the probationary employee upon the successful completion of the probationary period. The above noted dollar amount shall be increased to \$115 one year following the date of this award.
- 1204 The Employer, the Union and employees agree to comply with the provisions of the Occupational *Health and Safety Act* of Ontario, as amended from time to time, which includes the establishment of a health and safety committee comprised of three members of management and three bargaining unit employee representatives as appointed by the Union.

ARTICLE 13 – RELATIONSHIP AND INFORMATION

- 1301 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives because of an employee's membership or non-membership in the Union.
- 1302 The Employer, Union and employees agree to comply in all respects with the *Ontario Human Rights Code*, as amended from time to time.
- 1303 The Employer shall supply the Union with the following information for each employee upon ratification of the Collective Agreement, and within one month of hiring new employees:
- (a) name, S.I.N. number, sex, date of birth, address, telephone number;
 - (b) date of commencing employment and rate of pay;
 - (c) status and classification;

Within one month, the Employer shall notify the Union in writing of:

- (d) changes in any employee's rate of pay effected through a job posting or annual advancement on the wage grid and the effective date;
- (e) changes in any employee's status or classification and rate of pay effected through the job posting process and the effective date;
- (f) resignations, retirements, deaths;
- (g) subsequent changes in an employee's address and telephone number, as and when made known to the Employer;
- (h) an employee who is on an unpaid leave of absence.

ARTICLE 14 - HOURS OF WORK/OVERTIME AND PREMIUM PAYMENTS

1401 The normal work week for Full Time Employees shall consist of up to 40 hours per week, excluding meal periods, divided over five days per week with two consecutive days off but this shall not be a guarantee or limit on the hours worked.

The practice of "finish and go" in the Finishing and Editorial departments shall continue for employees in the following classifications:

- a. Finishing: Foreman, Operator, Helper
- b. Supervisor, China News
- c. Editor: Editor; Editor, Business News; Editor, HK News
- d. Assistant, News Editor
- e. Senior Reporter
- f. Reporter
- g. Reporter, Community News
- h. Photo Editor
- i. Photographer

j. Graphic Editor, Weekly Magazine & Supplement

k. Senior Reporter, Weekly Magazine & Supplement

l. Reporter, Weekly Magazine & Supplement

1402 The Employer will normally schedule employees two consecutive days off, recognizing this may not always be possible.

Overtime

1403 Authorized hours worked in excess of forty hours shall be considered overtime and shall be compensated at time and one half of the employees regular straight time rate. The week is defined as Monday through Sunday.

1404 The Employer may require employees to work overtime and employees will cooperate so as to make themselves available.

1405 For the purpose of calculating the threshold for overtime entitlement a work day or work week includes those hours normally scheduled but not worked because of the employee's absence on a Recognized Holiday.

1406 There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payments under this Agreement.

1407 Advertising salespersons shall be entitled to overtime as provided in the *Employment Standards Act, 2000*.

1408 To be eligible for overtime payment, overtime hours must have been scheduled and authorized by the employee's supervisor prior to the performing of the work.

1409 Employees may elect to be compensated for authorized overtime worked either in cash or in time off at the rate of time and one-half. When an employee requests to be compensated for overtime worked in time off, such time off must be arranged at a time which is agreeable to both the Employer and the employee within six (6) calendar months, or longer if mutually agreed, following the date upon which the overtime claim was filed. If it is not possible to arrange such time off at the mutual convenience of the Employer and the employee within the aforementioned six (6) calendar month period, the employee shall be compensated for the overtime worked in cash.

1410 Call-In Pay

An employee who has left the premises and is called back for work outside his/her regular working hours shall be given a minimum of three (3) hours work, or be paid a minimum of three (3) hours at the appropriate straight time or overtime rate of pay.

1411 Notice of Work Day Schedules

- a) The Employer will post work schedules of days and/or hours for employees in the pressroom in advance of the week for which they apply.
- b) Work schedules may be changed subject to the requirements of operations and affected employees will be advised in advance of the change as early as reasonably possible.

ARTICLE 15 – JOB VACANCIES

1501 In the event that a permanent vacancy or a permanent newly created position comes open within the bargaining unit, notice of such vacancy or newly created position shall be posted for seven (7) calendar days on a bulletin board provided on the premises for such purposes. All such notices shall include the job classification, job content overview, the qualifications, experience and education required, hours of work and the date such notice was posted. Only employees who have successfully completed their probationary period may apply for such job vacancy within the time limit specified above.

Those employees wishing to apply for such vacancy or newly created position shall do so by notifying, in writing, the Employer representative so designated.

In the application of this Article, the Employer may seek outside candidates for the vacancy. However qualified internal candidates shall have priority for appointment to the position over external candidates.

1502 Employees shall be considered on the basis of their qualifications. If the qualifications of employees to perform the job, without any further training, are relatively equal, than the most senior shall be selected.

1503 If no employee who has applied is qualified to satisfactorily perform the requirements of the job, without any further training, the Employer may fill the position in a manner it deems appropriate.

1504 For the purposes of the Collective Agreement, “qualifications” or “qualified” shall be defined as an employee’s skill, ability, education, work record and

experience.

- 1505 The successful applicant shall not be entitled to bid on any other vacancy until the successful applicant has worked at least nine (9) full months in the posted position.
- 1506 The Employer shall have the right to fill any position on a temporary basis, which is vacant due to a statutory leave (for example such as pregnancy/parental leave, work place accident or illness), non-occupational illness, vacation, leave of absence, temporary transfer or temporary promotion, as well as any vacancy created during the period while the vacancy is being filled under this Article 1501.
- 1507 Employees permanently transferred to a higher paid classification shall receive the minimum rate of the higher classification next higher in dollars to the rate they received in the lower classification.

ARTICLE 16 – Intentionally Deleted

ARTICLE 17 VACATIONS

Paid Vacation

- 1701 While the Employer will attempt to accommodate employee written requests for vacation, vacation time shall be scheduled subject to the Employer's staffing requirements. In arranging the vacation schedule, the Employer shall determine the number of employees needed at all times in order to maintain an efficient and orderly operation. Vacation time must be approved in writing by the Employer prior to the vacation being taken. Annual vacation time must be taken within twelve (12) months of the anniversary date of employment or that vacation time will be lost. This shall not apply to an employee who has been unable to take all vacation entitlement due to business demands at the request of the Employer. In that case, vacation time outstanding will be paid out the first payroll following twelve (12) months of the anniversary date of employment.
- 1702 An employee shall be allowed to carry over one week of vacation to the next vacation year.
- 1703 a) "Vacation time" and "vacation pay" shall be calculated as follows. An employee who has passed his/her probationary period shall be paid four percent of his/her wages (excluding vacation pay) received by the employee in the service vacation year as vacation pay and shall be

entitled, after the completion of one year of continuous service, to ten days off work as vacation time.

(b) Effective June 1, 2013: An employee with five years but less than ten years of continuous service on his/her anniversary date shall be paid six percent of his/her wages as vacation pay and such an employee shall be entitled to fifteen days off work as vacation time.

(c) Effective June 1, 2013: An employee with ten or more years of continuous service on his/her anniversary date shall be paid eight percent of his/her wages as vacation pay and shall be entitled to twenty days off work as vacation time.

1704 Wages" as referred to in Article 1701 shall be defined in accordance with the *Employment Standards Act, 2000*.

1705 Vacation pay shall be calculated in accordance with the *Employment Standards Act, 2000*.

1706 Scheduling of Vacation

Vacations shall be allocated by the Employer using annual deadlines, as determined by the Employer, for submissions of vacation requests. An employee's vacation scheduling priority shall be determined by seniority for the first two weeks of vacation entitlement in the vacation year, which may be scheduled in one block if requested by the employee, provided the employee has submitted by the above-referenced deadline.

Once all requests have been submitted, the Employer will review and determine the vacation schedule taking into consideration business and operational requirements of the Employer and will post an approved vacation schedule. Vacation requests submitted after the deadline shall be allocated on a first-come, first-served basis, taking into consideration business and operational requirements of the Employer.

ARTICLE 18 – RECOGNIZED HOLIDAYS

1801 The Employer recognizes the following as recognized holidays:

New Years Day	Family Day
Good Friday	Victoria Day
Canada Day	Labour Day
Thanksgiving Day	Christmas Day

Boxing Day

Chinese New Year

Note – Effective June 1, 2013, Civic Holiday will be added.

To be eligible for recognized holiday pay, an employee must have worked his complete scheduled shift immediately preceding and following the recognized holiday. An employee who agrees to work on the recognized holiday and who, without reasonable cause, fails to report and perform work, is not eligible to receive recognized holiday pay.

- 1802 An employee who is scheduled to work on a recognized holiday under Article 1801 shall at his option be paid at one and one half (1½) his hourly rate for all hours worked on a recognized holiday. Alternatively, employees may be given an alternate day off with pay on a mutually agreeable day provided such alternate day is scheduled not later than twelve (12) months after the recognized holiday.
- 1803 An employee whose regular time off falls on a recognized holiday shall receive, at the employee's option, equivalent paid time off or shall receive one (1) day's pay at straight time. Scheduling of equivalent time off shall be by mutual consent; however any banked holidays must be taken or paid out by the end of the first month after the end of each calendar year.
- 1804 For purposes of Article 1802, the shift corresponding to the paid holiday shall be identified by the date on which the starting time of the shift falls.
- 1805 For hourly rated employees, recognized holiday pay shall be calculated as the employee's regular rate multiplied by the regular (non-overtime) hours normally worked per day by the employee. Where a dispute arises regarding the employee's regular (non-overtime) hours normally worked per day, the Employer will determine the hours on as the average of the regular (non-overtime) hours worked by the employee in the twelve (12) weeks preceding the recognized holiday.
- 1806 Part time employees shall receive holiday pay as governed by the *Employment Standards Act, 2000*. However, any employee required to work on a Recognized Holiday shall be paid for all time worked at a rate of one and one-half times their regular rate.

ARTICLE 19 – BENEFITS AND SICK LEAVE ENTITLEMENTS

- 1901 The Employer will continue its current practice, as of June 4, 2012, with respect to the provision of health and welfare benefits, subject to the June 4, 2012 Interest Arbitration Award. All coverages are subject to the conditions set out in the benefit plans.

1902 It is understood that the benefit plans are not part of this Agreement and are not subject to the grievance and arbitration procedure. However, the Employer guarantees that the plan which it purchases during the term of the Agreement shall provide benefits at the level equivalent to that currently enjoyed by employees and the issue of level of coverage may be the subject of a policy grievance under Article 6.

1903 Benefits shall discontinue in accordance with the limitations as specified in the applicable benefit plan. Where no such limitation is expressly set out in the plan, benefits shall discontinue at the end of the month following the month in which the employee ceases to be actively at work save and except as otherwise required by law.

Sick Benefit Entitlements

1904 In order to be eligible for benefits under this provision:

- (a) An employee must not have otherwise been absent for work as a result of layoff, strike, suspension, discharge, scheduled vacation or holiday, or scheduled leave of absence under any of the provisions of the collective agreement.
- (b) The bona fide illness or injury must not be as a result of self-inflicted injuries or illnesses, medical or surgical care which is cosmetic or the committing or the attempt to commit an assault or a criminal offence.
- (c) An employee must submit a satisfactory medical certificate upon a reasonable request and in any event on the third day of an absence.
- (d) When providing certification of absence, any medical information in the certificate provided by the employee shall be kept in confidence by the manager receiving the information. At the option of the employee, certification of illness or injury shall be submitted to a designated manager, other than the manager of the employee, who shall keep any medical information in confidence.
- (e) A Full-Time Employee who has passed his or her probation period and who is prevented from working due to bona fide illness or injury shall be reimbursed at one hundred percent (100%) of his or her regular rate of pay less deductions required by law up to a maximum of twelve (12) days each year of service. Sick benefit entitlement days are not cumulative and may not be carried forward from one year to the next.

1905 There shall be no entitlement to sick benefits if it is subsequently determined that the employee was absent from work as a result of the

same illness or injury for which the employee is receiving *Workplace Safety and Insurance Act* benefits. Any resultant overpayment shall be recovered from the employee's pay.

- 1906 Employees shall be required to reimburse the Employer on the settlement or judgment of any legal action (respecting damages for lost income) arising of the employees injury or illness when amounts paid out under the Employer's sick leave plan in conjunction with such settlements or judgments would have the effect of paying the employee more than 100% of his lost income.
- 1907 Employees may draw upon existing vacation credits or compensation for time owed to maintain income at 100% of regular wages.
- 1908 Employees are entitled to holiday and vacation pay while in receipt of sick pay.

ARTICLE 20 - EXPENSES

- 2001 The Employer shall reimburse an employee for all authorized business expenses incurred for meals accommodation, car rental, parking lots and meters, taxi and travel upon provision of a receipt by the employee (unless the metered parking does not provide a receipt).
- 2002 Employees shall be compensated for use of their personal automobile for travel, where required and authorized by the Employer, at the rate of fifty (50) cents per kilometre.
- 2003 Reimbursement for Tuition Fees

(a) Eligibility

A Full Time Employee who has completed at least one year of continuous service with the Employer and who has enrolled, on his/her own time, to study a course, the subject of which is relevant to his/her work, is eligible to apply for Employer subsidies of part of the tuition fees.

(b) Entitlement

With written approval of the Employer, the employee is entitled to reimbursement of 50% of the tuition fees upon proof of satisfactory completion of the approved course. The amount of reimbursement shall not exceed \$500 per full service year. The employee will undertake to refund to the Employer all the reimbursed amount if the employee should terminate his employment with the Employer within one year after completion of the course. In advance of the course, the employee shall sign a letter authorizing the Employer to

deduct any tuition fee reimbursement paid to the employee from the employee's final pay should the employee fail to comply with the above requirement.

(c) Procedure

An application is to be submitted in writing before commencement of the course to the Administration and Human Resources Department, stating the organizing institution, name, duration and completion date of the course. The relevance of the course content and how it would benefit the applicant's work should also be explained in the written application. Application forms may be obtained from the Administration and Human Resources Department.

The application should be recommended by the Department Head of the applicant and approved by the Regional General Manager and/or C.E.O.

Upon completion of the course, the applicant should submit proof of satisfactory completion to the Administration and Human Resources Department so that arrangements may be made by the Finance and Accounts Department for the subsidy to be deposited to the applicant's bank account.

- 2004 Employees, as and where required for business purposes, will be provided with a cell phone by the Employer. The cell phone is to be used for business purposes only.
- 2005 The Employer shall maintain the existing parking privileges at the workplace.
- 2006 An employee whose shift ends after 8 p.m. or later shall be paid \$3.91 per shift. Regardless of the foregoing, employees who do not qualify under this provision, but are being paid the meal allowance as of the date of this award shall continue to be paid the allowance until June 3, 2013.

ARTICLE 21 – SEVERANCE PAY

2101 Upon termination of employment by the company, an employee shall receive severance pay in a lump sum equal to one week's pay for every six months of continuous service or major fraction thereof with the company, but not in excess of twenty-six week's pay (this is inclusive of ESA entitlement).

2102 Employees who accept notice of layoff or bumping or are approved for

voluntary layoff under article 708(b) shall receive severance pay under this article.

- 2103 Part time employees will have their weekly pay rate determined for the purposes of this Article by an average of weekly earnings over the previous twelve months of employment in the bargaining unit.
- 2104 The calculation of severance pay for sales staff shall include average commission earnings for the previous twelve months of employment.
- 2105 Any lump sum payment made under this Article may be deferred up to twenty-four calendar months at the employee's request.
- 2106 Any period of employment for which severance pay has actually been paid, and not refunded, shall not be counted as service in calculating the amount of severance pay which may again become due after reinstatement of employment.

ARTICLE 22 – Intentionally Deleted

ARTICLE 23 – PROFESSIONAL ISSUES

- 2301 An employee's by-line or credit line shall not be used over his or her protest. Whenever substantial changes are made in a Reporter's story, an effort will be made to discuss the changes before publication of the story, failing which the by-line shall not be used.
- 2302 An employee shall be free to engage in any activities outside of working hours provided such activities:
- (a) are not in competition with the Employer unless the employee receives prior authorization of the Employer. Such authorization shall not be unreasonably withheld. Without restricting the foregoing, and for the sake of clarity, competitors of the Employer include, without limitation, Sing Tao, OMNI, Fairchild Television, Fairchild Radio, C.C.B.C. and World Journal or;
 - (b) do not result in any conflict of interest and do not exploit the employee's connection with the Employer or do not associate the Employer with any particular group.
- 2303 Articles written by employees on their own time shall first be offered to the Employer for use in its publications. Employer acceptance or rejection of Articles shall be given within three (3) days. Where the Employer has

rejected an Article, the employee may submit it to a non-competing publication.

The Employer will provide legal counsel of its choice for the defence of an employee facing a libel or related civil action 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.

If an employee is provided with legal counsel as noted above, said employee shall not suffer loss of wages or benefits as a result of time off work to attend court.

2304 Except where libel or legal action has been threatened or appears probable, the Employer will not publish a correction or apology.

2305 An employee, upon request of the Employer, shall be required to give up custody of and disclose to the Employer all knowledge, information, notes, records, documents, films, photographs or tapes relating to his employment together with the source thereof, such material being the property of the newspaper. Except in the case of a court order, the Employer agrees not to release same to any other person without first discussing with the employee the reason for its release.

2306 The Employer has the full right to use and/or re-use, in any manner, form or medium that the Employer chooses, all material produced for the Employer by the employees during their employment with the Employer.

ARTICLE 24 – Intentionally Deleted

ARTICLE 25 – WAGES, SALES COMMISSIONS

2501 Newly-hired employees may be placed on the job classification/wage schedule as set out in Appendix “A” at a rate above the start rate of their respective job classification, on the basis of their prior experience and reputation.

Grid Advancement: An employee shall progress to the next highest step of the applicable schedule on his anniversary date.

2502 Employees, where eligible, shall be paid in accordance with the Commission/Incentive Schedule in Appendix “B”.

2503 The Employer agrees to negotiate with the Union the rate of pay for any new job classification prior to the rate being installed. However if the parties fail to agree on the new rate, the Employer shall implement the rate and the Union shall reserve the right to grieve whether or not the rate is

properly based on its relationship to related or similar job classifications presently in existence.

2504 It is the current practice of the Employer to pay wages bi-monthly. The Union will be advised one month in advance should the Employer make a change to same.

2505 In calculating service for the purpose of regular job classification step-up wage increases, Temporary Employees and Part Time Employees shall be credited with their actual hours worked. The conversion of hours worked shall be 1664 hours for each step.

ARTICLE 26 - DURATION

2601 This Agreement shall commence June 4, 2012 and end June 3, 2014 and shall continue from year to year thereafter unless either party gives notice in writing to the other within ninety (90) days prior to the expiry date hereof of the party's intention to terminate this Agreement or to negotiate revisions thereto.

Dated at _____ this _____ day of _____, 2012.

Ming Pao Newspapers (Canada) Ltd.

Per:

Per:

Per:

Per:

Per:

CEP Local 87-MSONG

Per:

Per:

Per:

Per:

Per:

Per:

Per:

Per:

Per:

LETTER OF UNDERSTANDING #1

Re: Seniority and Service

Notwithstanding Article 701 and 706, the part time service of employees in the Printing Department prior to September 14, 2010 shall be determined by actual hours worked as submitted by the Union during bargaining on May 19, 2011. Any adjustment to those recognized hours must be mutually agreed between the Union and the Employer.

LETTER OF UNDERSTANDING #2

The current practice of scheduling pressroom staff in classifications identified below for ten days in each two week period shall continue. A Full Time Employee will, where scheduled by the Employer, work six days in one week with one day off, followed in the second week by four work days and three consecutive days off. It is understood that weekly overtime thresholds are adjusted accordingly.

Pressroom: Senior Operator, Operator, Assistant Helper

LETTER OF UNDERSTANDING #3

The Employer agrees that it will not alter shift times around holidays except for legitimate operational reasons.

LETTER OF UNDERSTANDING #4 - JOB CLASSIFICATIONS

1. The Editor Hong Kong News classification is deleted effective January 21, 2013.
2. The wage grid for the classification Editor Business News is amended effective January 14, 2013 to the following:

- Start rate \$595.00
- After 1 year \$614.00
- After 2 year \$633.00

- After 3 year \$743.00
 - After 4 year \$777.00
 - After 5 year \$812.00
3. The wage grid for the classification Commercial Supplement Reporter is amended effective January 14, 2013 the following:
- Start rate \$507.00
 - After 1 year \$526.00
 - After 2 year \$545.00
 - After 3 year \$564.00
 - After 4 year \$584.00
 - After 5 year \$606.00
4. The wage grid for the Multi Media Journalist is amended effective January 14, 2013 to the following:
- Start rate \$549.00
 - After 1 year \$570.00
 - After 2 year \$595.00
 - After 3 year \$620.00
 - After 4 year \$646.00
 - After 5 year \$673.00
5. The classification Graphic Editor Weekly Magazine Supplement is deleted.

APPENDIX A

	Start	After 1 Year	After 2 Year	After 3 Year	After 4 Year	After 5 Year
<u>Outside Sales Rep A</u>	11.00					
<u>Outside Sales Rep B</u>	10.75					
<u>Sr Client Service Executive</u>	549	569	589	609	629	648
<u>Client Service Exec</u>	503	518	533	548	563	578
<u>Traffic Coordinator</u>	526	535	544	553	562	572
<u>Editor Commercial and Community Supplement</u>	641	691	741	791	841	887
<u>C/Supp Reporter</u>	469	482	495	508	521	538
<u>Marketing Executive</u>	492	501	510	519	528	538
<u>Cir Supervisor</u>	709	721	733	745	757	773
<u>Circulation Assistant</u>	641	653	665	677	689	702
<u>Operator CTP</u>	12.45	12.81	12.96	13.52	13.88	14.26
<u>Operator Sheet Fed</u>	16.62	16.97	17.32	17.68	18.03	18.38
<u>Senior Operator</u>	18.56	19.44	20.31	21.18	22.05	22.93
<u>Press Operator</u>	15.37	16.63	17.89	19.15	20.41	21.64
<u>Assistant Helper</u>	10.35	10.66	10.91	11.19	11.48	11.76

<u>Foreman</u>	14.57	14.99	15.62	16.16	16.67	17.20
<u>Insertion Operator PT</u>	13.26	13.44	13.62	13.80	13.98	14.20
	12.63	12.80	12.97	13.14	13.31	13.52
<u>Helper</u>	11.11	11.48	11.85	12.22	12.59	13.00
<u>Senior Paginator</u>	700	720	740	760	780	805
<u>Paginator</u>	572	581	590	599	608	618
<u>Typesetter</u>	10.60	11.44	11.54	11.72	11.87	12.01
<u>Asst Art Director</u>	664	682	700	718	736	757
<u>Sr Graphic Designer</u>	641	654	667	680	693	708
<u>Graphic Designer PT</u>	561	570	579	588	597	606
	13.35	13.56	13.77	13.98	14.19	14.44
<u>IS Supervisor</u>	732	740	748	756	764	772
<u>Web Designer/Specialist</u>	700	707	714	721	728	735
<u>Supervisor China News</u>	812	824	836	848	860	874
<u>Supervisor, Business & Fin News</u>	790	814	838	862	886	910
<u>Editor</u>	641	675	709	743	777	812
<u>Editor Business News</u>	595	614	633	652	671	692
<u>Editor HK News</u>	526	545	564	583	602	624
<u>Asst News Editor</u>	801	835	869	902	963	971
<u>Senior Reporter</u>	721	758	795	832	869	906

<u>Reporter</u>	618	653	688	723	758	794
<u>Reporter, Community News</u>	595	610	625	641	655	673
<u>Photo Editor</u>	755	791	827	863	899	936
<u>Photographer</u>	641	655	669	683	697	714
<u>Proofreader</u>	526	535	544	553	562	574
<u>Information Assistant</u>	10.81	10.96	11.11	11.26	11.44	11.58
<u>Sr Translator</u>	641	657	673	689	705	725
<u>Translator</u>	572	583	594	605	616	629
<u>Graphic Editor, Weekly Magazine and Supplement</u>	513	520	527	534	541	549
<u>Sr Reporter Weekly Magazine and Supplement</u>	687	707	727	747	767	787
<u>Reporter Weekly Magazine and Supplement</u>	545	570	595	620	646	673
<u>Caretaker/Helper</u>	481	495	509	523	537	553
<u>Janitor</u>	10.82	11.14	11.46	11.78	12.10	12.45
<u>HR Officer</u>	800	810	820	830	840	850
<u>Admin Officer</u>	790	800	810	820	830	840
<u>Admin Asst</u>	538	552	566	580	594	608
<u>Assistant Accountant</u>	648	667	686	705	727	745
<u>Senior Accounting Clerk</u>	558	575	592	609	626	642

<u>Accounting Clerk</u>	520	530	540	550	560	573
<u>Mobile Specialist</u>	14.56	14.99	15.42	15.85	16.28	16.74
<u>Support Tech</u>	13.00	13.39	13.78	14.17	14.56	14.95
<u>Multi Media Journalist</u>	549	565	581	597	613	631
<u>Senior Marketing Executive</u>	577	597	617	638	660	682
<u>Mobile Application Developer – Level 2</u>	622	657	692	728	763	798

The above wage grid rates shall be increased effective June 2nd, 2013 by a minimum of 1.5% and up to a maximum of 3% based on the average monthly Toronto CPI as published by Statistics Canada for the period May 1, 2012 to April 30, 2013, rounded to the nearest 1/10th of a percent.

Where applicable the Employer shall apply to individual employees the green circling and rate protection as determined by the Board in its Award.

APPENDIX B

COMMISSION/INCENTIVE SCHEDULE

Outside Sales Group – Commission Program

- 01 The following sales commission program will apply to any “Insertion Order” solicited by the Sales Group and accepted in writing by the Employer on or after date of ratification of the collective agreement. Commissions on Insertion Orders solicited by the Sales Group and accepted in writing by the Employer prior to the date of ratification shall be paid according to past practice and policy.

(a) Sales Group

The Sales Group consists of the following two (2) job classifications: Outside Sales Representative Team A and Outside Sales Representative Team B.

(b) Selling Ad Space

- (i) The Sales Group are entitled to sell ad space in all Employer print and online publications. For clarity, this includes flyer inserts.

Insertion Orders on any ad space publication published outside of Toronto (for example New York, Vancouver) will be subject to the outside offices’ discretion, publication policy and ultimate approval.

- (ii) The Employer may create, reintroduce or discontinue a special project and, in so doing, establish for the period of time the special project is in effect, and where the special project has been assigned by the Employer to the Sales Group, the commission rate to be paid on the sales of any special project advertisements.

(c) Remuneration

The Sales Group is to be remunerated by way of a combination of base salary and, after reaching an individual’s assigned monthly base quota, a commission.

The salary and monthly base quota (not commissionable) are set out below:

- (i) Base Salary:
 - (a) Outside Sales Representative Team A, hourly rate of \$11.00 per hour
- (ii)
 - (b) Outside Sales Representative Team B, hourly rate of \$10.75 per hour .
- (iii) Monthly Base Quota (not commissionable):
 - (a) Outside Sales Representative Team A, \$14,000.
 - (b) Outside Sales Representative Team B, \$10,000.

(d) Commission Entitlement

Commission Entitlement will be paid based upon the following criteria:

- (i) A member of the Sales Group, subject to having met the other criteria as set out below, is entitled to commission on revenue after reaching the Monthly Base Quota, as set out above.
- (ii) Commission based on the approved commission rates as set out below will be earned on the net advertising revenue.
- (iii) The above said commission can be earned when a written Insertion Order is duly signed and accepted by an advertiser or its advertising agency, and approved in writing by the Employer, for an available ad space.
- (iv) The properly booked advertisement is duly published as specified on the Insertion Order.
- (v) The said Insertion Order is fulfilled, subject to adjustments or early termination requested by the client.
- (vi) Payment of the said Insertion Order advertisement is collected.

- (vii) Upon termination of employment, a member of the Sales Group shall be paid commission on all revenue for Insertion Orders that have been published prior to the date of termination. This payment will be made on a semi-monthly basis as revenue is received from clients within twelve (12) months of the termination date.

Payment of commissions from Insertion Orders sold by the departing employee but published after the date of employment termination shall be paid to the departing employee, at the option of the Employer,

(1) within seven days of the date of termination of employment at a discounted rate of 30% of the commission owing regardless of whether the Insertion Order is cancelled or payment is made by the client or

(2) at a discounted rate of 50% of commission owing on revenue that is collected.

(e) Regular Commission Rate

(i) A member of the Sales Group is entitled to a regular commission calculated on the following commission rates when regular ad rates specified on approved and effective rate cards are offered:

(a) Commission rate of 10% on the net advertising revenue of an Insertion Order signed with a direct advertiser.

(b) Commission rate of 5% on the net advertising revenue of an Insertion Order signed with an accredited advertising agency. An Advertising agency will be deemed to be an accredited advertising agency only upon the Employer designating such agency as an accredited advertising agency.

(f) Extra Sales Commission for New Business

Package	New Business sales Value per Insertion Order	Extra Sales Commission on First Insertion Order

Daily on Broadsheet	Over \$6,000	2%
Weekly on Broadsheet or Weekly Publications	Over \$2000 Over \$4000	1% 2%
Monthly on Broadsheet	Over \$5,000 Over \$10,000	1% 2%

(i) Terms and Conditions:

- (a) The above commission scheme applies to direct client booking only, but not to any ad agency booking.
- (b) New business refers to the first order placed by an advertiser who has not advertised in any Ming Pao publications in the last 24 months. Such commission scheme does not apply to any advertiser advertising any product which was advertised before.
- (c) New Business Sales Value refers to the NET value after discount(s) and before tax.
- (d) This scheme applies to book rate only. In case of discount is offered, only regular discount, i.e., volume or frequency discount, will be accepted.
- (e) This scheme does not apply to any insertion order involving any special discount or special arrangement.
- (f) Any special package for any publication(s) is not eligible for this scheme.
- (g) If the new business is booked on more than one publication, the correspondence insertion orders must be signed by the client on the same date, and submitted by the sales staff at the same time.

(ii) Procedure to Reimburse the Extra Commission:

- (a) The proper and eligible insertion order should be submitted by the sales staff to the Advertising Department head for acknowledgement and approval.
- (b) The sales staff should then submit the insertion order to Traffic for proceeding.
- (c) The extra commission will be reimbursed after the insertion order has fulfilled and the set out terms and conditions.
- (d) When the contract has fulfilled the terms and conditions, the sales staff will submit a copy of the insertion order approved by the department head, along with necessary documentations for extra commission reimbursement.
- (e) The extra commission will be reimbursed after verification by the Employer.

(g) Other Matters

- (i) All ad prospects, advertisers and ad agencies accounts etc. are the sole and exclusive property of the Employer.
- (ii) A member of the Sales Group shall comply with any changes, amendments, additions or deletions to any Insertion Order, as and when same may occur.
- (iii) An Outside Sales Representative in Team A will be expected to maintain a minimum annual sales revenue of \$500,000. An Outside Sales Representative in Team B will be expected to maintain a minimum annual sales revenue of \$300,000.
- (iv) Sales targets will be reviewed and adjusted by the Employer on an as needed basis as determined by the Employer. The adjustment will be based on, but not limited to, the annual rate of inflation, production costs, GDP of Ontario and account reallocations.
- (v) The Employer will review a Sales Group member's performance with reference to sales targets and

accounts and, where a Sales Group team member is not meeting the Employer's expectations, the Employer reserves the right to take any action, which may include disciplinary action up to termination, in accordance with Article 401.

Inside Sales Group – Senior Client Service Executives – Incentive Program

- 02 Incentive calculated as follows:

Percentage Achieved on the Total Actual Revenue of Last Fiscal Year End	Incentive in terms of Percentage of Monthly Salary
100%	100%
105%	130%
110%	160%
115%	200%
120%	250%
125%	300% (Maximum)

Other Conditions:

1. Incentive calculation effective April 1st of each year.
2. All incentive qualification are based on net advertising revenue on books excluding barter and sponsorship revenue, calculated at fiscal year end at March 31st and that the staff member has remained a Full Time Employee in the job classification of Senior Client Service Executive during the entire fiscal year.
3. One interim incentive payment before the end of June each year and a final incentive payment before the end of October each year will be paid with payment calculation based on the proportion of cash collected on advertising revenue on books as at each March 31st and September 30th, respectively.
4. Payment received after September in any given year will not be qualified for incentive payment calculation.
5. The incentive payment scheme will be based on net advertising revenue on Toronto Ming Pao's solely owned publications and outside advertising revenue. In this regard, outside advertising

revenue will be set by and will be subject to the outside office's discretion publication policy and ultimate approval.

6. Monthly Salary: 12-month average of the total yearly salary of the previous fiscal year.

Inside Sales Group –Client Service Executives – Incentive Program

- 02 Incentive calculated as follows:

Total Actual Revenue Achieved in a Fiscal Year	Incentive in terms of Percentage of Monthly Salary
\$120,000	20%
\$126,000	25%
\$132,000	30%
\$138,000	35%
\$144,000	40%
\$150,000	45% (Maximum)

Other Conditions:

7. Incentive calculation effective April 1st of each year.
8. All incentive qualification are based on net advertising revenue on books excluding barter and sponsorship revenue, calculated at fiscal year end at March 31st and that the staff member has remained a Full Time Employee in the job classification of Client Service Executive during the entire fiscal year.
9. If the service of the Employee at the end of the fiscal is less than one year, the requirement of achieved actual revenue and the entitled incentive will be calculated on pro rate basis.
10. One interim incentive payment before the end of June each year and a final incentive payment before the end of October each year will be paid with payment calculation based on the proportion of cash collective on advertising revenue on books as at each March 31st and September 30th, respectively.
11. Payment received after September in any given year will not be qualified for incentive payment calculation.

12. The incentive payment scheme will be based on net advertising revenue on Toronto Ming Pao's solely owned publications and outside advertising revenue. In this regard, outside advertising revenue will be set by and will be subject to the outside office's discretion publication policy and ultimate approval.
13. Monthly Salary: 12-month average of the total yearly salary of the previous fiscal year.
14. Incentive program calculation will be reviewed and adjusted by the Employer on an as needed basis as determined by the Employer. The adjustment will be based on, but not limited to, the annual rate of inflation, production costs, GDP of Ontario and account reallocations,

The administration of the commission plan and assignment of accounts shall be done in a manner that is not arbitrary or in bad faith.