

COLLECTIVE AGREEMENT

BETWEEN



UNIFOR

Local87-M

SOUTHERN ONTARIO NEWSMEDIA GUILD

-AND-

POSTMEDIA NETWORK INC.

Toronto Sun Editorial & Canoe

Effective from January 1, 2018 to December 31, 2021

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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.

The First Contract

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 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.

The First Strike

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 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.

Growth in the 60s, 70s

The late '60s and the 1970s were a more stable period for the union, as the Guild settled into perhaps a too-cosy 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.

Going Canadian

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), an all-Canadian union 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 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.□□

Expanding Beyond Southern Ontario

In 2008, SONG expanded in a big way to the Ottawa area where we'd already organized the Ottawa Sun.

Beginning in January, 2008, we added seven media units from the former Local 102-O, including the House of Commons broadcast/technical group, the Ottawa Citizen mailroom, the Winchester Press, the Glengarry News, the Pembroke Observer and the audio-video units, TelAv and ELC.

The organizing continued with the addition of the Sarnia Observer editorial department in late 2008. In 2010 both the Metroland Ottawa and the Chinese-language Ming Pao units were added. Ming Pao workers didn't get their first contract, however, until 2012 following a strike and government-ordered first contract arbitration.

Despite the organizing efforts of Locals like 87M, the national union during the first decade of the 21st Century suffered major membership declines due to the effect of globalization and the 2009 financial crisis. Many jobs in the heavily-unionized manufacturing sector were outsourced to low-wage countries in Asia. This led to merger discussions between CEP and the Canadian Auto Workers which was consummated with the creation of a new union, Unifor, on Aug. 31, 2013. Unifor instantly became the largest private-sector union in Canada and a formidable force for worker rights and social justice.

With the merger, CEP Local 87M became Unifor Local 87M. We now represents almost 3,000 workers in all aspects of the media in Ontario and 34 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-to-day basis.

ARTICLE 1 - RECOGNITION

101

The Employer Postmedia Network Inc. recognizes the Unifor Local 87-M, Southern Ontario Newsmedia Guild (hereinafter "the Union") as the exclusive bargaining agent for all employees in its Editorial Department in the City of Toronto save and except for Editor-in-Chief, Deputy Editor, Associate Managing Editor, City Editor, Sports Editor, Entertainment Editor, Research Director, and additional positions exercising managerial functions or employed in a confidential capacity in matters relating to labour relations within the meaning of section 1(3) (b) of the Labour Relations Act.

And

All employees employed in connection with "QMI Agency and Digital Editorial Department ("Canoe") excluding managers;

In the event of a dispute as to whether a person exercises managerial functions or is employed in a confidential capacity in matters relating to labour relations, the matter shall be referred to the Ontario Labour Relations Board for determination. The parties agree to abide by the decision of the Ontario Labour Relations Board and to include or exclude the person accordingly.

102 Gender References

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

ARTICLE 2 - DUES DEDUCTION

201 Union Membership Required

All employees in the bargaining unit who were members of the Union on January 27, 2003 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.

202

All persons accepting employment in the bargaining unit on or after January 27, 2003 shall become union members within twenty (20) days from the date of commencing employment, and shall, as a condition of employment, remain union members in good standing for the period of this Agreement.

203

The Union agrees that it will admit to membership and retain in membership any employee in the bargaining unit, 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.

204 Payment of Regular Union Dues

The Employer shall deduct the regular Union dues from the employment earnings (excluding severance payments) of each employee in a pay period. The amount of regular Union dues to be deducted shall be furnished to the Employer by the Union. The deducted dues shall be remitted to the Union no later than the fifteenth (15th) day of each month following the month in which the deductions are made with a statement showing the names of the employees from whom deductions have been made and the amount deducted. The amount of dues to be deducted may be amended by the Union upon giving the Employer fourteen (14) calendar days written notice. The new deductions will take effect on the pay day in the next week following the expiry of such notice.

205

In consideration for the Employer making deductions in accordance with this Article, the Union shall indemnify and save harmless the Employer, including agents and persons acting on its behalf, from any liability,

claims or actions in any way connected with the deduction of Union dues.

206 Union Dues - Special Assessments

The Employer agrees to deduct general assessments as required by Unifor Local 87-M, Southern Ontario Newsmedia Guild and to remit the total of individual deductions by cheque to the Treasurer of the Union before the end of the month following the month in which the deductions are made. As with the remittance of regular union dues provided for in clause 204, the Employer shall, when remitting assessments, give the names of the employees from whose pay deductions have been made.

207 Information for New Employees

The Employer shall advise new employees and employees who are transferred into the bargaining unit that a Collective Agreement is in effect and of the provisions of the Agreement with respect to deduction of Union dues, and also advise such employees of the name of the Union's Unit Chairperson. The Employer shall advise the Union's Unit Chair in writing when an employee is hired or transferred into the bargaining unit. A Union representative upon receiving permission from the relevant supervisor shall be allowed one-half hour during such employee's first month of work to discuss the Union and Collective Agreement.

208 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 deducted shall be remitted to the charitable foundation known as the Humanity Fund no later than the 15th day of the month following the month in which the hours were worked. 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 in the fifth (5th) week following the ratification of the Agreement.
- 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 Humanity Fund shall be recorded on the employee's T4 Form.

209 Paid Education Leave

The Employer agrees to pay into a special fund an amount of three cents (\$.03) per hour for all compensated hours to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor
Paid Education Leave Program
205 Placer Court
Toronto ON,
M2H 3H9

The Employer shall approve Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

ARTICLE 3 - UNION REPRESENTATION

301 Union Stewards and Officers

Upon notification in writing by the Union, the Employer will recognize four (4) stewards to service grievances in the manner provided under

this Agreement. Furthermore, no more than three (3) of the stewards or officers may be away from the workplace at any given time.

302

The Union agrees that stewards and Union Executive Committee members have their regular work to perform on behalf of the Employer, and in recognition of that neither a steward nor an Executive Committee member will leave his regular duties to service a grievance or attend a meeting with the Employer, without first obtaining permission from his or her supervisor, which will not be unreasonably withheld. Stewards and Executive Committee members shall advise their supervisors of the expected length of absence from duties and report to them upon their return to work.

303

Stewards and Executive Committee members who do not absent themselves from regular duties unreasonably will be compensated at their regular salary plus applicable shift differential for time spent in attending meetings with the Employer (other than contract negotiation meetings) and in servicing grievances up to but not including arbitration.

304 Bargaining Team

The Employer shall allow up to five (5) employees time off to attend meetings with the Employer for the purpose of negotiating a renewal of this Collective Agreement. The Employer will also grant the Union bargaining committee reasonable time off to prepare for negotiations, provided reasonable notice is given. When such time off is granted, the Employer will continue to pay bargaining committee members their regular salaries and the Union agrees to reimburse the employer for this expense.

305 Union Communications

The Employer shall provide the Union one bulletin board in the editorial department to be located on the second floor. The exact location and size of these bulletin boards will be determined by the Company.

Employees shall be allowed to make reasonable use of the Employer's electronic mail system for union communications outside the employee's working hours. Union stewards and executive members may utilize the e-mail system during working hours for incidental purposes restricted to the administration of their duties as stewards or executive members. Employees may use the e-mail system during working hours for the purpose of contacting a union steward or executive member to request assistance.

It is understood that the use of these company communication tools is intended to facilitate communications within the bargaining unit and is not meant to be used as a forum for personal attacks. All communications are to be with bargaining unit members only.

As a courtesy, it is agreed that the Union will provide the Director of Human Resources with a copy of posted bulletin board material.

306 Union-Management Committee

Union-management meetings for the purpose of discussing matters of mutual concern, excluding grievances, shall be held during working hours when requested by either party provided there is a substantive agenda to discuss. The parties shall endeavour to provide each other with agenda items one week prior to the meeting. The attendance at the meeting shall be limited to the following: the bargaining unit chair; a Unifor National Representative or Local 87-M representative; the Editor-in-Chief (or designate) and a representative of the Human Resources department. An additional bargaining unit member and / or management member may attend the meeting.

307 Union Meetings

The Employer may permit the Union's officers and stewards to hold Union meetings (including elections) at the workplace, subject to the availability of space and operational requirements.

ARTICLE 4 - MANAGEMENT RIGHTS

401 Management's Reserved Rights

The Union agrees that it is the exclusive right of the Employer to manage its business in every respect and, without restricting the generality of the foregoing, to plan, direct and control its operations, systems, publications, procedures including the manner in which and by whom work shall be done and to maintain order and efficiency and to hire, transfer, classify, appoint, promote, layoff and recall employees and to suspend, demote, discharge or otherwise discipline employees for just cause. The Employer agrees that, in the exercise of its rights, it shall act in a manner that is fair and reasonable and consistent with the terms and conditions of the Collective Agreement.

Scheduling of employees for employment and vacation purposes in all categories remains the right of management. Should a member of the bargaining unit be assigned to create staff schedules or track vacation, that employee will be entitled to provisions included in Article 15.04.

The Company agrees that it shall not use hiring and promotion to subvert the seniority provisions of the collective agreement.

402 Restrictions on Performing Bargaining Unit Work

In the Editorial Department, the Employer shall not assign to any employee outside the bargaining unit covered by this Agreement any work now done by employees within the bargaining unit except to the extent performed prior to January 2003. No excluded employee shall write stories (not columns) or take pictures without the consent of the union which shall not be unreasonably withheld. The employer will make every reasonable effort to locate the responsible union representative as

provided in article 301 to seek this consent and if that effort is not successful the employer may publish.

403 Students

There shall be up to three (3) unpaid journalism interns in the editorial department, including at least one intern in the photo area and the number of interns scheduled on a shift shall not exceed the numbers of employees in the corresponding text or image role within the Multi Media Journalist classification.

Notwithstanding the above, if the number of Multi Media Journalists is reduced to 21 or less, the employer shall not fill the third intern vacancy.

Notwithstanding the above, an unpaid high school student intern may assist on the city desk on a daily basis.

With the consent of the Union, the limitation above may be exceeded in special circumstances, such as election coverage. Consent will not be unreasonably withheld.

The Employer shall not retain unpaid student interns for the purpose of replacing full-time or part-time employees. If a full-time or part-time employee is on layoff with recall rights, student interns will complete their term but no new student intern will be taken in while employees are on recall.

404 Freelance

Except under extraordinary circumstances, the Employer shall not publish editorial content submitted by independent contractors that constitute a substitution for full-time or part-time bargaining unit positions and/or bargaining unit work. The nature of extraordinary circumstances shall include considerations of enterprise, exclusive access, first-person voice, specialized knowledge, frequency of contributions, proximity, timeliness, and significant competitive advantage for the newspaper.

ARTICLE 5 - NO STRIKE, NO LOCKOUT

501

The Employer agrees that during the term of this Agreement there will be no lockout as defined by the Labour Relations Act. The Union agrees that during the term of this Agreement there will be no strike as defined by the Labour Relations Act.

ARTICLE 6 - GRIEVANCE PROCEDURE

601 Complaints and Grievances

An employee shall have the right to grieve any complaint arising from the application, interpretation, administration or alleged violation of this Agreement. It is understood that nothing contained in this Article is intended to preclude the informal discussion and review of employee concerns or complaints between employees and members of management. No employee shall have a grievance until the employee with the assistance of a Union representative if so desired, has given his or her immediate supervisor an opportunity to resolve the complaint.

602 STEP 1

It is the mutual desire of the parties hereto that grievances of employees be adjusted as quickly as possible and it is understood that if an employee has a grievance it shall be discussed with his or her supervisor within thirty (30) days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the grievor in order to give the supervisor an opportunity of adjusting the grievance. The discussion shall be between the employee and/or union steward, the supervisor and a representative of the Human Resources Department. The supervisor's response to the grievance shall be given within seven (7) days after such discussion.

603 STEP 2

Failing settlement, the grievance may be taken up in the following manner and sequence provided it is presented within fifteen (15) days of the supervisor's reply to the grievance: the Union shall present the grievance in writing signed by the employee, in the case of an individual grievance, to the Editor-in-Chief or designate, setting forth the nature of the grievance, and the remedy sought. The Editor-in-Chief or designate shall arrange a meeting with the Union and a representative of the Human Resources Department within seven (7) days of the receipt of the grievance at which the grievor, in the case of an individual grievance, may attend, if requested by either party, and discuss the grievance. The Editor-in-Chief or designate may have such assistance at the meeting as is considered necessary. The Editor-in-Chief or designate will give the Union a decision in writing within seven (7) days following the meeting with a copy to the grievor.

604

In the event the grievance has not been satisfactorily settled under the foregoing Grievance Procedure, the matter shall then, by notice in writing given to the Employer within thirty (30) days of the date of the decision from the Editor-in-Chief or designate, be referred to arbitration as hereinafter provided.

605 Binding Arbitration of Disputes

- a) Any matter so referred to arbitration, including any question as to whether a matter is arbitrable, shall be heard by an independent arbitrator. The notice of the party referring the decision to arbitration shall contain the names of three neutral persons, any of whom it is prepared to accept as Arbitrator. The recipient of the notice shall within fourteen (14) days advise the other party of either its acceptance of one of the proposed persons as the arbitrator or shall suggest the names of other neutral persons it proposes to act as Arbitrator. If the recipient of the notice fails to respond, or if the two parties fail to agree upon a neutral person to act as Arbitrator within the time limits, the appointment shall be made by the Minister of Labour upon the request of either party. The Arbitrator shall hear and determine the matter and shall issue a decision. The decision

shall be final and binding upon the parties and upon any employee affected by it.

- b) Either party may, in the correspondence contemplated in Article 605 notify the other party of its suggestion to proceed before a Board of Arbitration. Provided both parties agree, an Arbitrator selected to proceed in accordance with Article 605 shall be appointed as chair of the Arbitration Board. Each party shall be responsible for naming its own nominee to the Arbitration Board and will advise the other party and the Chair of the name of its nominee. Where the parties have agreed to a Board of Arbitration, references in this article to Arbitrator will be read to mean Arbitration Board, where appropriate.

606

No individual shall be selected as an arbitrator who has at any time been involved in attempting to resolve the grievance, or in the negotiation of this collective agreement, unless the parties mutually agree otherwise.

607

The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the Chair and shall each pay the remuneration and expenses of its nominee. Neither party shall be obligated to pay any part of the cost of any stenographic transcript of an arbitration hearing without its express consent.

608

It is agreed that the time limits set out with respect to grievances and arbitrations are mandatory. The time limits imposed upon either party of any step in the Grievance Procedure may be extended by mutual agreement. A request for extension of the time limit made prior to the expiry of such time limit shall not be denied on an arbitrary basis.

609

Where the Arbitration Board or Arbitrator determines that a disciplinary penalty or discharge is excessive, it may substitute such other penalty

for the discipline or discharge as it considers just and reasonable in all the circumstances.

610 Employer Grievance

The Employer shall have the right to file a grievance in writing signed by the Vice-President of Human Resources or designate, with the Union within thirty (30) days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the Employer. Failing settlement, a meeting will be held with the Union within seven (7) days of the presentation of the grievance and the Union shall give the Employer its written reply to the grievance in seven (7) days following the meeting. Failing settlement, such grievance may be referred to arbitration under this Article within thirty (30) days of the date the Employer received the Union's reply.

611 Policy Grievance

The Union shall have the right to file a grievance in writing with the Editor-in-Chief within thirty (30) days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the Union. Failing settlement, a meeting will be held with the Union within seven (7) days of the presentation of the grievance and the Employer shall give the Union its written reply to the grievance in seven (7) days following the meeting. Failing settlement, such grievance may be referred to arbitration under this Article within thirty (30) days of the date the Union received the Employer's reply.

612 Dismissal Grievance

Grievances involving the discharge or discipline of an employee may be submitted at Step 2 of the grievance procedure.

613 Group Grievance

If two (2) or more employees have the same individual grievance arising out of the same circumstances and based on the same incident, such grievances may be combined and treated as a Group grievance.

614 Definitions

For the purpose of this Agreement, "day" means a calendar day and "grievance" means a complaint arising from the interpretation, application, administration or alleged violation of the Agreement.

ARTICLE 7 - SENIORITY & LAYOFF PROCEDURES

701 Seniority Defined

Seniority shall mean continuous service in the bargaining unit for all employees hired after the date of ratification of this contract. For Toronto Sun editorial employees who are employed as of May 13, 2004, or for

Notwithstanding the above, continuous service for the purpose of vacation and severance entitlements shall include all service with Sun Media properties.

Seniority for part-time employees shall accrue on the basis of hours worked.

702 Previous Part-Time Service

In the event a part-time employee attains full-time employment status such employee shall be entitled to credit only for straight time hours worked in the period of his continuous service immediately preceding and contiguous (excepting a break in service up to and including 14 calendar days) to his attaining full-time employment status.

Credit for such part-time service shall be calculated assuming a 35 hour workweek. Having calculated the equivalent full-time service value of such part-time service the employee shall be awarded a new seniority date based upon the equivalent full-time service. E.g. a part-time employee who worked one (1) day each week for five (5) years and then became a full-time employee would be awarded the equivalent of one (1) year of full-time service and his or her seniority date would be amended so as to reflect this accumulated service.

In the event that the above formula results in two or more employees having the same seniority date, shift fractions resulting from above formula shall be used to determine the appropriate order of seniority.

703

An employee who is in the bargaining unit but who then transfers to a position with the employer outside the bargaining unit for a continuous period of employment, and subsequently returns to the bargaining unit pursuant to Article 1501, shall have his seniority bridged i.e. credit for seniority accrued previously in the bargaining unit but not for subsequent continuous service outside the bargaining unit.

704 Previous Temporary Service

In the event that a temporary employee in the bargaining unit becomes a permanent employee, he shall be credited with his continuous service as a temporary employee that is contiguous (excepting a break in service up to and including 14 calendar days) to his service as a permanent employee.

705 Seniority List

The Employer shall prepare a seniority list showing the seniority date of each employee in the bargaining unit. An up-to-date copy of the seniority list shall be sent to the Union every twelve (12) months.

706 Loss of Seniority

A person shall lose all seniority and shall be deemed to have terminated employment with the Employer if he or she:

- (a) retires or voluntarily quits the employ of the Employer; or
- (b) is discharged and such discharge is not reversed through the Grievance Procedure; or

- (c) is absent for three (3) consecutive working days unless a satisfactory reason is given to the Employer; or
- (d) fails to return to work upon termination of an authorized leave of absence or fails to utilize a leave of absence for the purpose indicated at the time the leave of absence was granted unless a satisfactory reason is given to the Employer; or
- (e) is absent due to layoff for more than 18 consecutive months or;
- (f) fails to notify the Employer of his or her intention to report for work within ten (10) days from the date of delivery by courier dispatch of a notice of recall to his last place of residence known to the Employer unless a satisfactory reason is given to the Employer; or
- (g) fails to report to work after being recalled from layoff within fourteen (14) days of notifying the Employer of his or her intention to report for work, unless a satisfactory reason is given to the Employer.

707 Layoffs

The Employer may initiate involuntary layoffs of employees for reasons of increased productivity, technological advancements or improved organizational efficiency. In such circumstances, before any such layoffs are made the employer will inform the Union at least 7 days in advance of its plans and discuss other means of effecting necessary economies or efficiencies or pay seven (7) days in lieu of notice. If the lay-offs are specific to the Toronto Sun only, the employer will inform the Union at least 14 days in advance of its plans and discuss other means of effecting necessary economies or efficiencies. Notwithstanding the above, the union shall receive no less than 12 hours notice of a layoff.

708 Maximized Use of Vacancies

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 can demonstrate he has the necessary skills, qualifications, and ability provided that the vacancy has not already been posted.

709 Notice to Individuals

In the event of a layoff, the Employer shall give the employees concerned eight (8) weeks' notice of such layoff and, where possible, will endeavour to give greater notice of layoff. Should employees be required to leave before the notice period has expired, they will be paid for the rest of the notice period.

An employee may request to leave before the notice period has expired. If the Employer determines that the employee may be released prior to the expiry of the notice period, he/she will forego payment for the remainder of the notice period, and shall forfeit any and all rights (excluding severance pay entitlement) under the Collective Agreement, including any recall rights that may exist.

As provided in Article 707, prior to the notification to employees, the Employer shall meet and have discussions with the union in connection with the layoff and the number of persons to be laid off in the affected job classifications. In any event, all layoffs, notice, bumping, and chain bumping must be completed within an eight (8) week period.

710 Layoffs by Reverse Seniority

Layoffs of any employee(s) within any classification shall be based upon reverse seniority.

In the application of the above and for the purposes of layoff only, separate seniority lists shall be maintained for part-time employees and full-time employees working in the same classification.

A temporary employee shall be laid off before any permanent employee in the same classification is given notice of layoff. However, the temporary employee shall not be laid off if the permanent employee who would otherwise be laid off is part-time and is unwilling to perform the additional hours that would be required as a result of the layoff of the temporary employee.

In the administration of this Article, the Employer and the Union may agree to modify layoff procedures in order to address legitimate and unique operational requirements or employee interests provided the spirit and intent of this Article is maintained.

711 Bumping

An affected employee may bump the most junior employee in an equivalent (lateral) or lower classification provided the position is held by a more junior employee and provided he or she has the demonstrable skill, ability and aptitude to competently perform the job. Any employee wishing to bump must do so within one week of receiving their notice of layoff if notice is required to be provided in accordance with Article 709.

712 New Wage Rate after Bumping

An employee who bumps into a position in an equivalent or lower classification shall be paid his current rate or the maximum for that classification, whichever is less.

713 Chain Bumping

The person so displaced may exercise a similar right to bump in accordance with Article 711 within one week.

714

Any employee who is laid off under this Article shall receive no less than the notice provided for in Article 709.

715 Bumping of Part-Time Employees

Full-time employees may bump part-time employees subject to the restrictions and provisions set out in Article 711 above. Part-time employees may not bump full-time employees.

716 Seniority While on Layoff

During layoff, seniority shall not be broken but shall not accrue, subject to the time limits specified under Article 706(e).

717 Recall to Employment

Recall of laid-off employees to available vacancies in their previously held classifications shall prevail over Article 15 (Promotion & Transfer). Affected employees shall be offered reinstatement to employment in the classification, at the previous step on the wage grid, 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 eighteen (18) months.

718 Recall to Part-Time or Temporary Employment

Full-time employees may decline recall to a part-time or temporary position without affecting their recall rights.

ARTICLE 8 - LEAVES OF ABSENCE

801 Personal Leave

The Employer may grant an employee's application for unpaid personal leave of absence. The Employer shall exercise its discretion fairly.

802 Union Leave

The Employer will grant leave of absence without pay to a reasonable number of employees selected by the Union for the purpose of union business not in excess of one (1) week provided reasonable notice is given to the Employer. Leaves of absence for union business greater than one week subject to Article 803, or with insufficient notice, shall be subject to operational requirements of the Employer. The Employer shall maintain the compensation of the employee on leave and the Union shall reimburse the employer for the full amount.

803 Political Office

Employees who wish to run for public office in a municipal, provincial or federal election shall first obtain from the Employer a leave of absence without pay. If elected, the Employer may require the employee to resign.

804 Full-Time Union Officers

The Employer will grant an employee a leave of absence without pay or benefits to work in an official full-time capacity for the Union, the Canadian Labour Congress or the Ontario Federation of Labour. During this time period, the employee will continue to accrue bargaining unit seniority and advance on the wage grid. Pension plan service shall only accrue if the Employer's contributions are paid by the labour organization. The employee must give the Employer one (1) month notice in writing of such a leave, or of an election that may lead to the need for such a leave and, if operational concerns require it, up to two (2) weeks more notice after the election. No more than one (1) employee may be absent on this leave at any one time.

805 Professional Leave

The Employer may grant an employee extended leave without pay or benefits of up to one (1) year, for the educational or professional purposes, none of which may be in competition with the Employer. The Employer shall consider both operational requirements and employee interests. The first part of such leave will consist of all unused vacation and accumulated overtime and this part of the leave shall be with benefits. Extended leave may be renewed upon agreement between the Employer and the employee for an additional period of up to one (1) year. The Employer will use its best efforts to return the employee to the same or a comparable job on return from such leave. If such a job is not available, the employee will be given a job and be paid the regular salary he or she received at the time the leave commenced plus any applicable general salary increases. Where the Employer denies a requested leave, it shall provide a written explanation of the reasons for the denial to the employee.

806 Effect on Seniority

The following conditions apply to leaves of absence in excess of one (1) month's duration granted under this Agreement other than union, maternity, adoption and paternity leaves of absence:

- (a) there will be no loss of seniority or benefits as accrued to the beginning of such leaves, however seniority shall not accrue and benefits shall cease during such leaves;
- (b) during such leaves the short term sickness income protection plan will not apply;
- (c) pension plan contributions cease during such leaves;
- (d) credited service for pension purposes will not accumulate during such leaves;
- (e) time off for such leaves will not be counted as time worked for the purposes of vacation pay and it will be pro-rated accordingly.

807 Family Responsibility Leave

During each calendar year on a non-cumulative basis an employee may take up to four (4) days' leave of absence with pay as a result of an emergency that affects the employee's family as defined in Article 901 (a) as well as stepchildren. The employee must report the reason for such leave(s) to his or her immediate supervisor. If an employee takes any part of a day under this section, the Employer may deem the employee to have taken one day's leave on that day. It is understood that these days are to be used for unplanned emergency rather than planned events.

808 Family Emergency Leave

The Company will consider an employee's request for a leave of absence due to a family emergency according to the following protocol:

I. Application & Conditions

The entitlement to a family emergency leave is restricted to requests regarding the family members listed the collective agreement's Bereavement Leave.

A family emergency leave must be a minimum of four (4) weeks and shall be no more than eight (8) weeks. An employee may make a special request for an extension of up to four (4) weeks.

An employee's request for an emergency leave will be granted at the Company's discretion and subject to the Company's operational needs. Limits may be placed, at the Company's discretion, on the number of employees in any one department able to take a family emergency leave during any period of time. Permission will not be unreasonably withheld.

The Company may require employees taking a family emergency leave to provide medical, or other reasonable, evidence of the need for such a leave.

An employee who has been advanced pay under this letter and who has not completed the repayment of that money before ceasing employment (for whatever reason) will still be required to repay the full amount owing to the Company. The employee will sign a direction and authorization to such effect upon the commencement, and as a condition, of such leave.

II. Protocol for Requesting and Granting Leave

Upon application in writing from the employee to the Department Head, a leave of absence to attend to a family emergency may be granted at the discretion of the Company for good and sufficient cause. The Department Head will respond to the employee's request within two (2) business days.

If a leave of absence is granted, prior to receiving any payment under paragraphs 8 or 9 below:

An employee must exhaust all available paid time off in the following order:

- i. Unused vacation carried over from the prior year;

- ii. Unbanked vacation; and,
- iii. Overtime compensation that the employee requested as time off.

An employee may use vacation for the current year.

An employee who has exhausted all available paid time off as described under paragraph 7(a), and who requires additional time off, will apply for the compassionate care benefits available under Employment Insurance (EI). Where an employee is approved for EI compassionate care benefits:

The Company shall advance payment equal to sixty percent (60%) of base pay during the two (2) week EI waiting period;

The Company will subsequently advance payment equal to the difference between the payments received from EI and sixty percent (60%) of the employee's base straight-time pay for a maximum of six (6) weeks, subject to continued government legislation and approval; and,

Upon the employee's return to work, the employee's total compensation, including incentive pay, premium pay, commission, and merit pay, will be reduced by forty percent (40%) until the amounts advanced under (i) and (ii) have been fully repaid.

An employee who has exhausted all other available paid time off, as described in paragraph 7(a) and EI benefits under paragraph 8, (or who has not qualified to receive EI benefits), and who requires additional time off, may make special application to the Company for a partial salary advance on compassionate grounds. If approved, the employee will be advanced payment equal to sixty percent (60%) of the employee's base straight-time pay. Upon the employee's return to work, the employee's total compensation, including incentive pay, premium pay, commission, and merit pay, will be reduced by forty percent (40%) until the partial salary advance has been fully repaid.

Nothing described in the above, precludes the Company from granting additional time off, with or without pay, for compassionate reasons.

ARTICLE 9 - BEREAVEMENT LEAVE

901 Bereavement Leave

- a) The Employer shall grant an employee paid bereavement leave of absence of five (5) consecutive days, including the day of the funeral, upon a death of his or her parent, sibling, spouse including common-law or same-sex partner, or child.
- b) The Employer shall grant an employee paid bereavement leave of absence of three (3) consecutive days, including the day of the funeral, upon a death of his or her step-parent, step-child, step-brother, step-sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law and brother-in-law, aunts, uncles, grandchildren, great grandchildren, grandparents, great grandparents, grandparents-in-law and great-grandparents-in-law.
- c) Where any such day occurs on a regularly scheduled working day for the employee, he or she shall be paid and shall not suffer any loss of compensation.
- d) The employee may, in the discretion of the Employer, be granted additional bereavement leave with or without pay at the discretion of the Employer. The employee shall notify the Employer as soon as possible following the death.

ARTICLE 10 - JURY AND WITNESS LEAVE

1001

Should an employee be required on his or her regular work day to report for jury duty or is subpoenaed to testify before an administrative tribunal, excluding any matter between the parties, court of law, coroner's

inquest, Parliamentary Inquiry, or Royal Commission, the employee will be paid regular salary plus applicable shift differential for the day. However, the employee will not be entitled to any pay under this Article if he or she is a party or principal in any of the aforementioned proceedings unless a party or principal as a result of performing the employee's proper duties for the Employer. The employee shall provide the Employer with a copy of the summons.

ARTICLE 11 - PREGNANCY AND PARENTAL LEAVE

1101 Leave Granted

Pregnancy and parental leave shall be granted in accordance with the provisions of the Ontario Employment Standards Act. The total length of the leave(s) will not exceed one year.

1102 Conditions of Leave

The following conditions apply to pregnancy and parental leaves of absence granted under this Agreement:

- (a) during such leaves the short-term sickness income protection plan will not apply;
- (b) time off for such leaves will not be counted as time worked for the purposes of vacation pay and it will be pro-rated accordingly; notwithstanding the former, during the period of the leave to which the employee is entitled under the Employment Standards Act, vacation entitlement with pay will be accrued;
- (c) there will be no loss of seniority;
- (d) the employee will continue to participate in the benefit plans under Articles 19 and 20 of the Collective Agreement with the employee and Employer each continuing to make the usual contributions unless the employee elects in writing not to do so;
- (e) arrangements between the Employer and employee suitable to the Employer for either pre-payment or regular payment during the

leave, of employee contributions for pension and/or benefits coverage will be made in advance of the commencement of the leave.

1103 Supplementary Unemployment Benefits

The Employer shall maintain a supplemental unemployment benefit (SUB) plan that provides regular payments to an employee who is granted a leave under this Article and who has applied and qualified for maternity (including adoption) benefits under the Employment Insurance Act. The regular payments under this SUB shall augment the amount payable from EI so that an employee receives 80 % of his or her regular wages for the fifteen (15) week benefit period.

Employees must have been working full time for one year to qualify. Only full-time employees qualify.

ARTICLE 12 - HEALTH AND SAFETY

1201 Health and Safety Committee

The Employer shall make all reasonable efforts to maintain a healthy and safe workplace. The Union may appoint one (1) representative (and one alternate) to the Toronto Sun Joint Health and Safety Committee.

1202

A worker representative on the Committee will receive his or her regular salary plus applicable shift differential for time lost from scheduled work for attending meetings of the Joint Health and Safety Committee.

1203 Pregnant Employees & CDSs

A pregnant employee who normally works on computer display screens may request that she not be assigned to computer display screen work while she is pregnant. In that case she will be assigned to other work which she is able and qualified to do after a training period of one (1) week provided that the Employer has such work reasonably available. If

not reassigned, the employee may take a leave of absence without pay until she begins maternity leave.

ARTICLE 13 - INFORMATION

1301 Annual Information for Union

The Employer shall supply the Union once every twelve (12) months with a list containing the following information for each employee in the bargaining unit:

- (a) name and address;
- (b) date of birth, date of hiring, classification, status, regular salary, experience rating.

1302 Information Regarding New Hires

Within four (4) weeks after the hiring of a new employee, the Employer shall furnish the Union in writing with the data specified in the above Section of this Article.

1303 Monthly Information: Updates & Changes

The Employer shall supply the Union monthly with a list containing the following information: (a) names of employees leaving the bargaining unit or taking leaves of absence without pay, the effective date, and the reason for leaving the Unit or taking a leave; (b) changes in employees' addresses made known to the employer, salary, job classification, status, or return from a leave of absence without pay, indicating the effective date of the change.

ARTICLE 14 - HOURS OF WORK

1401 Work Week

The normal work week for employees is thirty-five (35) hours over no greater than five days excluding meal periods and the normal work day is seven (7) hours excluding meal periods. 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 paid leave.

1402 Split Shifts

- (a) There shall be no split shifts except with the consent of the employee. That consent shall not be unreasonably withheld with due consideration for past practice. This Article shall not apply to Columnists, Reviewers, and Sports Reporters.

Consecutive Days Off

- (b) The Employer shall normally schedule employees for two consecutive days off in each work week except for overtime shifts. In exceptional business circumstances, the Employer may schedule non-consecutive days off, taking into consideration the requirements and efficiency of operations and the wishes of the employees concerned. It is understood that the existing practice of scheduling employees in certain editorial departments on a rotation basis with an average of two days a week is appropriate.

1403 Overtime

For full-time employees, all time required and authorized by the Employer in excess of the unit of hours constituting a work day or a work week shall be considered overtime and shall be paid at the rate of time and one-half. Part-time employees will receive the overtime rate after 35 hours per week.

1404 Compensating Time Off

- (a) Employees may elect to be compensated for authorized overtime worked either in cash or in time off, in either case to be calculated at the appropriate contract rate for the overtime worked. 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 three (3) 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 three (3) calendar month period, the employee shall be compensated for the overtime worked in cash. Any job differential shall be included in the computation of overtime.

(b) Notwithstanding paragraph (a):

- i) Daily overtime earned by Columnists, Reviewers and Sports Reporters shall be compensated in paid time off at the premium rate, scheduled by the Employer within the two week work period. Such accumulated overtime may be compensated by cash instead of time at the Employer's option.
- ii) Weekly overtime, and/or overtime for a sixth or seventh shift in a work week, earned by Columnists, Reviewers, and Sports Reporters shall be compensated in paid time off at the premium rate, scheduled by the Employer within the two week work period. Such accumulated overtime may be compensated in cash instead of time at the Employer's option.
- iii) It is the intent of this Article 1404 (b) to allow the efficient coverage of assignments without unduly prejudicing an employee's opportunity to enjoy paid compensating time off because of short or inadequate notice. The Employer will make reasonable efforts to schedule compensating time off in a manner agreeable to the Employer and employee.
- iv) It is further understood that if the Employer does not schedule the compensating time off under this Article 1404 (b) within the two week work period, the time off shall be scheduled in accordance with Article 1404 (a).

1405 Fair Distribution of Overtime

The Employer will endeavour, as far as reasonable, to rotate the opportunity of overtime in a fair manner.

1406 (a) Call-In Pay

An employee called back to work shall be guaranteed at least four hours' pay at the overtime rate. An employee shall be considered called back to work when he is required to report to the office or other locale, but shall not be considered called back to work in response to a telephone call to impart information to the Employer. However, should the employee be required to make further immediate business phone calls as a result of the call from the Employer or its representative, the employee shall be entitled to a minimum of one hour of pay at the overtime rate.

1406 (b) Sixth or Seventh Shift

Except as provided in Article 1404 (b) (ii), an employee who is required to work on a shift in excess of his normal number of weekly shifts shall receive overtime premium for all work performed on that day with a minimum payment of four (4) hours of overtime premium

1407 Notice of Work Day Schedules

- a) The Employer will post work schedules of days and/or hours for employees at least two weeks in advance of the week for which they apply. The Employer will give Columnists, Reviewers, Sports Reporters and Bureau Reporters a tentative schedule of the days and hours they will be expected to work in the following week. For clarity, it is understood that any schedule of starting times, hours or days will be subject to change for Columnists, Reviewers, Sports Reporters and Bureau Reporters and Article 1408 does not 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. If an employee is required to work on what otherwise would have been a scheduled day off and less than seven (7) days notice of such change is provided to the employee, he or she shall receive overtime premium for all work performed on that day unless the change has been made by mutual consent of the employee and the Employer.

1408 Notice of Shift Change

- a) The Employer may designate the time for an employee to report for work (but not necessarily the same time for each employee on each shift), provided that such time shall be as uniform as possible on each day or night. Schedules for shift starting times shall be posted at the same time as schedules for days off.
- b) Notice of starting times for a regular shift (i.e. excluding pre-shift overtime starting times) shall be given by the Employer to the concerned employee as follows:
 - i) For a change of one hour or less, notice on the previous working day,
 - ii) For a change of more than one hour, 24 hours notice; and
 - iii) For a change between day, afternoon or evening shifts, one week's notice.
- c) Where the Employer fails to give the required notice in paragraph (b) above in a change in starting time in excess of one hour, then the employee shall be paid an additional two (2) hours pay at straight time in addition to payment for actual hours worked. In the case of changes in starting time of one hour or less without due notice the employee shall be paid an additional one (1) hour's pay at straight time in addition to payment for actual hours worked.
- d) The Employer will provide a ten (10) hour interval following the completion of an employee's scheduled shift before the start of his or her next scheduled shift, unless waived by an employee.
- e) This Article shall not apply to Bureau Reporters, Sports Reporters, Columnists or Reviewers.

1409 Rest Periods

The Employer shall provide rest periods in a manner that is consistent with good health and safety practices.

ARTICLE 15 - JOB VACANCIES, PROMOTIONS, AND TRANSFERS

1501 Posting of Job Vacancies

The Employer will post notice of all permanent vacant positions within the bargaining unit for a period of fourteen (14) calendar days and agrees to consider an application from any bargaining unit employee. Any qualified internal applicants shall be granted an interview prior to any external candidate and the Employer will be precluded from interviewing suitable external candidates until first consideration has been given to qualified bargaining unit employees. Employees entitled to apply for such vacancy or new job must make application to the Editor-in-Chief or designate no later than the fourteenth (14th) calendar day. Employees who have completed their probationary period and for whom movement to the position would be a promotion or lateral move may apply. The Employer need not consider any applicant to a posting who has, within the prior twelve (12) month period successfully applied for a vacancy. Unsuccessful candidates, upon request, will be given an opportunity to meet with the Employer where they will be told why they did not receive the job.

1502 Job Opportunities

In awarding the position, the Employer must evaluate the skill, ability, and experience of the candidates. If the skill, ability, and experience of the leading candidates for the position are relatively equal, seniority will determine the successful candidate.

1503 Beats

The Employer shall post a notice to inform employees of editorial beats which the Employer intends to establish or which are not currently assigned and which the Employer intends to assign. Any employee who applies to such a posted notice within fourteen (14) calendar days shall be given an interview before such beat is assigned.

1504 Job Differential/ Placement on Wage Grid

Employees permanently transferred to a higher paid classification shall receive the salary rate on the wage grid of the higher classification next higher in dollars to the rate they received in the lower classification.

Employees temporarily assigned for a minimum of two hours to a higher paid classification shall receive a premium of 10% higher than the employee's current salary for all hours worked in the higher classification.

1505 Return from Illness or Injury

- a) Where employees are medically able to return to work, the Employer shall first attempt to place an employee in his own position. If the employee cannot be accommodated in his former position, the search for suitable accommodation will expand to any/all suitable occupations.
- b) Should the successful return of an employee result in an overall addition to staff levels, the Employer fully maintains its right to adjust staff levels in accordance with prescribed protocols under the applicable Collective Agreement.
- c) In the event that an employee is fit to return to work on a gradual basis, he shall be entitled to receive his salary for the proportion of the time worked and disability insurance for the portion of time not worked, based upon the employee's regular salary or hourly earnings. In any event, the total cannot exceed the employee's normal salary.

ARTICLE 16 - DISCIPLINE AND DISCHARGE

1601 Just Cause

No employee who has completed his probationary period may be disciplined or dismissed except for just cause.

1602 Probationary Employees

An employee will be considered on probation until he or she has completed three (3) months of continuous employment with the Employer. In the case of a part-time employee, the length of the probationary period shall be determined by an equivalent number of shifts. The purpose of the probation is to evaluate the employee and provide feedback.

The Employer may upon agreement with the employee after consultation with the Union extend the probationary period for up to a maximum of three (3) additional months. In cases where a probationary period is extended, the Employer will notify the employee in writing. Upon completion of such probationary period, the employee's name shall be placed on the appropriate seniority list and the employee's seniority shall date from the date of last hiring into a bargaining unit position.

The Employer may discharge a probationary employee for any reason provided it does not act in bad faith or in conflict with any of the provisions of this Agreement.

A probationary employee who is terminated (for any reason other than a layoff) shall not receive any notice or severance pay.

1603 Human Rights

The Company and the Union agree to comply with the Ontario Human Rights Code in all respects.

1604 Union Activity

There shall be no discrimination against any employee because of lawful union activity. The Union and the Employer agree that no employee shall be discriminated against or harassed for reason of membership or non-membership.

1605 Personnel Files

Every employee shall have the right to inspect his personnel file, once a year or when an employee has filed a grievance. 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.

1606 Disciplinary Interviews

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

1607 Notice of Discipline

Following a disciplinary interview(s) as described in Article 1606 above, and where the Employer now intends to discipline, suspend or discharge the employee, the Employer will ensure the employee and the Union are provided with written notice of such final action, including the general reasons for the disciplinary action. Where a final decision has not been concluded following the interview, the Employer shall render its final decision in writing within seven (7) calendar days of the interview and will include with such decisions the reason(s). While the Employer understands the need for the timely administration of such disciplinary action, should a time extension become necessary the parties agree to not unreasonably withhold such a request. The Employer agrees to provide the aforementioned decision to the Union at the same time as the employee.

Nothing in this agreement shall prohibit the Employer from removing an employee from the workplace during the course of such investigation and/or contemplation of suspension or discharge action described above.

1608 Copy to the Union

Written notice of dismissal or discharge for cause shall be sent to the Union at the same time as notice is given to the employee.

1609 Removal of Discipline

It is agreed that written letters of warning and reprimand shall be removed or deemed to be removed from an employee's personnel file twenty-four (24) months from the date of issue. Records of suspension(s) shall be removed or deemed to be removed thirty (30) months from the date of issue.

In the application of the above language, the time limit provisions will not apply should further discipline be imposed within the above-referred time periods. For added clarity, the disciplinary file will remain fully active in this instance for all progressive discipline purposes.

The foregoing will have no effect on the Employer's right to rely on past conduct beyond these time limits to establish that the employee knew or ought to have known the Employer's disciplinary rules. The Employer agrees not to use such reliance for the purpose of progressing disciplinary sanction(s) beyond what the specific conduct would warrant without consideration of the previous offence.

ARTICLE 17 - VACATION

1701 Amount of Paid Vacation

Employees shall accrue vacation at a rate based on continuous service as identified annually on September 1st to be taken during the current fiscal year (September 1 – August 31) based vacation year. For example, vacation earned between September 1, 2018 and August 31, 2018 would be taken between September 1, 2018 and August 31, 2018.

Effective September 1, 2018:

- Up to one year continuous service – 1 ¼ days paid vacation per month;
- One or more years continuous service – 3 weeks paid vacation per year;
- Seven or more years continuous service – 4 weeks paid vacation per year;

- Fifteen or more years continuous service – 5 weeks of paid vacation per year;
- An employee entitled to paid vacation under the previous collective agreement in excess of the new allotment as of the date of ratification or within one year of that date shall be grandfathered at the greater allotment.

1702 Vacation “Week” Defined

In this Article, a “week” of paid vacation shall be presumed to mean five days of paid leave unless the employee is scheduled as per this Collective Agreement for full-time hours over a period of other than five days, in which case the number of days in a “week” of paid vacation shall be adjusted accordingly.

1703 Where Paid Holiday or Illness Intervenes

- a) An employee whose vacation time includes a recognized holiday(s) as defined in Article 1801 shall receive an additional day(s) of vacation to be taken at a time mutually agreeable between the employee and his manager.
- b) An employee who is ill or injured prior to commencing vacation may reschedule his vacation to a later date if the nature and severity of the employee’s illness or injury will prevent the employee from making reasonable use of his vacation period. The Employer may require a satisfactory medical certificate verifying the nature, severity and duration of the illness or injury.

1704 Scheduling of Vacation

Vacations in each vacation group shall be allocated by using annual deadlines for submissions of requests. An employee’s vacation scheduling priority shall be determined by seniority for the first two weeks of vacation entitlement in any calendar year, provided the employee has submitted by the deadline. Once all requests have been submitted, the Employer will review and determine the vacation schedule taking into consideration operational requirements and post the approved schedule. Vacation requests submitted after the deadline shall be allocated on a first-come, first-served basis.

1705 Carry-Over of Vacation

It is management's responsibility to ensure that vacation entitlement is scheduled and used within the vacation year of September 1st to August 31st. With management approval, vacation of up to 5 days may be carried over to the next year providing it is used by November 30th.

1706 Rate of Vacation Pay

Where an employee who is temporarily transferred to a higher classification for four (4) months or more, goes on vacation during that temporary period, then the employee will receive vacation pay at the temporary rate.

1707 Vacation Credit Status Upon Termination of Employment

As provided in article 1701, employees shall take vacation in the year they earn it with the understanding that if an employee leaves the Company for any reason, other than involuntary layoff, and has not earned all the vacation time they have taken, the Company will deduct such amounts from any outstanding monies. If the amount to be reimbursed is greater than the outstanding monies, the employee shall agree to reimburse the employer with terms that are mutually acceptable.

If an employee is involuntarily laid-off, and has taken more vacation in that year than is earned at the time of layoff, they will be required to reimburse the Company 50% of the unearned vacation from any outstanding monies, including severance pay.

ARTICLE 18 - PAID HOLIDAYS

1801 Paid Holidays

The following paid holidays are recognized:

New Year's Day; Good Friday; Victoria Day; Canada Day; Simcoe Day; Labour Day; Thanksgiving Day, Christmas Day, Boxing Day, Family Day and the employee's birthday.

Each employee is entitled to one (1) floating paid holiday in addition to the paid holidays recognized above to be taken at the same time as the rest of the building when it is scheduled, or at an agreed time between the employee and his supervisor when not scheduled. If an additional holiday is declared by government statute, the new holiday will also be recognized notwithstanding the floating holiday. An employee shall not be entitled to take pay in lieu of time off for this additional holiday.

1802

Employees who are scheduled to work on a recognized holiday but are not required to work will receive their full weekly salary.

1803 Premium Pay for Working on a Paid Holiday

Employees who are required to work on a Christmas Day shift shall be paid a minimum of a full day's pay at the rate of two-and-one-half times their straight time rate in addition to their regular pay.

Employees who are required to work on any other paid holiday shall be paid a minimum of a full day's pay at the rate of one and one-half times their straight time rate in addition to their regular pay.

1804 If Holiday Falls Upon A Day Off

An employee whose regular day off falls on a recognized holiday shall receive an additional day off at another date mutually agreeable between the Employer and the employee.

1805 Overnight Shifts

It is understood that holiday shifts shall be those shifts which start within the twenty-four (24) hours which constitute the day of the holiday. It is understood that no employee shall be compensated under this Article for more than one such shift per holiday. It is also understood that in the event that an employee works two shifts starting within the twenty-four

(24) hours of the holiday only the shift of which the greater number of shift hours fall within the twenty-four (24) hours of the holiday shall be paid for or compensated for as a holiday shift. It is further understood that the Employer shall not artificially alter start times or lengths of shift in order to amend the effect of this Article.

ARTICLE 19 - BENEFITS

1901 Benefits

The company group benefits plan that was in effect September 1, 2018 shall continue to be provided to regular full and part time employees. Benefits shall be no less than what was negotiated during 2018 central bargaining. If the employee portion of benefit costs decrease, the reduction will be passed on to employees. Details of the plan will be provided to all participants in the form of plan booklets and through employee educational sessions.

Short Term Disability

In accordance with the Company's Short Term Disability Policy, an employee who has more than 3 months of service but less than 1 year of service who is absent because of illness or injury shall be paid salary continuance for up to the first week of absence followed by 70% salary for up to a further 25 weeks of absence. An employee who has more than 1 year of service who is absent because of illness or injury shall be paid salary continuance for up to the first 4 weeks of the absence followed by 70% salary for up to a further 22 weeks of absence. A medical note will be required to qualify for this payment in all cases except for casual illness or absenteeism. In cases of casual illness or absenteeism, a medical note will be required when:

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

The requirement of a medical note may not violate the Employment Standards Act.

In the event of a longer-term absence, the employer may require an employee to provide a completed Attending Physician Form for confidential review by a third party consultant retained by the company. The request shall be fair and reasonable in the circumstances.

ARTICLE 20 - PENSION

2001

Eligible employees shall participate in the CAAT DB Plus multi-employer retirement plan as of June 1, 2019.

ARTICLE 21 - SEVERANCE PAY

2101

Upon termination of employment pursuant to article 7, an employee is eligible for severance pay as follows:

Option 1 - Lump-sum payment: The employee is entitled to a maximum 78 weeks' salary, based on 2.6 weeks' severance per year of service and forfeits recall rights.

Option 2 - Salary Continuance: Without forfeiting recall rights, the employee is entitled to a maximum 78 weeks, based on 2.6 weeks' severance per year of service, plus additional weeks on a sliding scale based on completed years of service, as follows:

- Up to completion of 5 years of service – additional 1 week continuance.
- After 5 completed years of service – additional 2 weeks continuance.

- After 10 completed years of service – additional 3 weeks continuance.
- After 15 completed years of service – additional 4 weeks continuance.
- After 20 completed years of service – additional 5 weeks continuance.
- After 25 completed years of service – additional 6 weeks continuance.
- After 30 completed years of service – additional 8 weeks continuance.

The “additional weeks” of severance pay also apply to voluntary layoff.

Employees receiving severance as a salary continuance shall have the option of continuing to receive health, dental and basic life insurance under the same terms and conditions as prior to the layoff, to the end of the severance period. (It is understood that out of country coverage is not included in the health plan).

It is understood the choice of option is made no later than the employee’s last day of work.

2102

If a laid-off individual is recalled to work before the expiry of the number of weeks of severance pay paid for, the unearned severance pay shall be refunded to the Employer. Reasonable terms shall be arranged if required by the employee.

2103

An individual who is recalled to work after having received some or all of the severance pay he or she was entitled to shall, if the employee becomes entitled to severance pay again, have deducted from his or her continuous service the amount of continuous service used to determine the amount of severance pay previously paid to the employee. This adjustment in continuous service shall be made only for the purpose of calculating future entitlement to severance pay.

2104

There shall be no duplication or pyramiding of severance pay under the provisions of the Employment Standards Act. If severance pay is required to be paid under the Employment Standards Act, the amount of severance pay paid or payable under this Agreement shall be reduced by the amount of such statutory severance pay.

2105 Maintenance of Group Insurance

An employee who is laid off may continue to participate in the Employer's group medical and dental plans for the duration of his severance period if he elects to pay his share of the premiums.

2106

An employee who has been severed from his employment with the Employer may apply for up to \$1,500.00 (one thousand, five hundred dollars) to be used toward future tuition fees within six months of being severed, provided he/she waives any and all recall rights under the Collective Agreement. The severed employee must provide any documentation that the Employer requires to substantiate the claim.

ARTICLE 22 - WORK RELATED EXPENSES

2201 Authorized Expenses

The Employer shall reimburse an employee for all authorized expenses incurred in the service of the Employer and not specifically addressed in the rest of this Article. The Employer's authorization shall not be unreasonably withheld.

Expenses not submitted within thirty (30) days following the end of the month they were incurred will be forfeited, unless an extension is agreed to by the Employer.

2202 Meals

The Employer shall compensate an employee for travel related meals for out of town assignments at the daily rate of \$55 within Canada and \$55 (US) outside of Canada. However, in special circumstances authorized expenses incurred in the service of the Employer in excess of the \$55 and not specifically addressed in the rest of this Article may be authorized in lieu of the \$55 but not both. Partial days will be reimbursed at the appropriate corresponding rate.

2203 Car Allowance

Photographers will receive a car allowance of \$705 per month, and a gasoline annual limit of 4800 litres used. Effective January 1, 2020 the monthly allowance shall be increased to \$715.

Police beat reporters will receive a car allowance of \$600 per month, and a gasoline annual limit of 4800 litres used.

Part-time employees in these positions will receive a prorated amount based on hours worked. These amounts may be adjusted quarterly.

Furthermore, it is the responsibility of employees to have the appropriate licence and insurance coverage for use of their vehicle.

Note: Fifty percent (50%) of the above allowances will be paid for those eligible employees while on STD or maternity leave. As for the gasoline allowance, employees may not use it during any absence.

2204 Kilometre Rates

The Employer shall provide a mileage allowance to employees not receiving car allowances and who are authorized to use their automobile for Employer business at the rate of 50 cents per kilometre for the first 5000 kilometres in each calendar year, and 45 cents thereafter.

The Employer shall compensate full-time general assignment reporters a minimum of 250 kilometres per month, and part-time general assignment reporters 150 kilometres per month.

Furthermore, it is the responsibility of employees to have the appropriate licence and insurance coverage for use of their vehicle.

2205 Collision Deductibles

The Employer shall reimburse an employee for collision deductibles paid by the employee for an accident that occurs while discharging his duties, and where the employee is not convicted of a traffic infraction. The maximum amount will be \$500 per occurrence. It is understood that coverage shall include incidents of damage from vandalism or theft that occur on working days provided that the employee reports the incident on the same working day to both his supervisor and the police.

2206 TTC Passes

Employees currently receiving subsidies of monthly TTC passes for the purpose of employment shall continue to receive those subsidies without reduction provided the employee is required by the Employer to use the pass for the purpose of employment.

2207 Home Office Equipment

The Employer may continue its past practice of providing certain employees with home office equipment and/or services where it is required. In the event that employees are required to work from home indefinitely or on a permanent basis, each employee's needs will be reviewed and the company agrees to cover expenses related to such home work.

ARTICLE 23 – EDITORIAL PROFESSIONAL ISSUES

2301 Promotional/ Advertorial Content

An employee shall not be required to create or edit editorial content for advertising or advertorial purposes. Special editorial sections are deemed not to be advertorial where the reporting follows similar guidelines to that of the regular newspaper. The Employer may request that an employee create or edit promotional content for the Toronto Sun.

If there are no volunteers, the Employer may assign the work to an unpaid intern or the most junior qualified employee.

2302 Liability

If an employee is the subject of a civil, criminal or administrative action as a result of the normal performance of his duties carried out in good faith, the Employer shall bear the cost of legal fees and disbursements and shall save the employee harmless with respect to any financial liability or loss of compensation. Legal counsel will be provided by the Employer.

2303 Bylines

With the exception of columns, the Employer shall not use an employee's byline, credit line or other forms of personal identification over his or her protest. It is understood that bylines or credit lines shall not be unreasonably withheld. Whenever substantial changes are made in a writer's story, the Employer will make a reasonable effort to discuss with the employee the proposed changes prior to publication, failing which the byline or credit line shall not be used. If after discussing the issue there is disagreement, the byline shall not be used over his or her protest.

2304 Corrections, Apologies & Letters-to-the-Editor

Except where libel or legal action has been threatened or appears probable, the Employer will not publish a correction, apology, or letter-to-the-editor in respect of an employee's work until a reasonable effort has been made to discuss the matter with the employee. To do this the Employer shall attempt to contact the employee by telephone at home and at work, and if not reached in this way, by a note sent to the employee at his or her place of work prior to publication of such correction, apology or letter-to-the-editor.

2305 Disclosure of Sources

- a) No employee shall be required by the Employer to give up custody of or disclose any knowledge, editorial content, information, notes,

records, documents, films, photographs or tapes or the sources thereof to any party other than the Employer. The Employer agrees that the foregoing shall not be released to any other party without discussing the matter with the employee.

- b) If the employee is proceeded against under law on account of his or her refusal to surrender or disclose or authenticate to any party other than the Employer and when the Employer concurs with the position of the employee in this matter, the Employer shall abide by Article 2302.

2306 Outside Activity

Employees shall be free to engage in any activities outside of working hours. The Employer may restrict such activities if they consist of service performed in direct competition with the media properties of Sun Media or affiliated media companies and result in a conflict of interest with respect to the employee's duties with the newspaper. In the event that the company consents to an employee engaging in outside activities that are otherwise prohibited by this article, the company may withdraw that consent with two weeks' notice to the employee.

2307 Staff Freelance Work

The Employer may continue to accept freelance editorial content from bargaining unit employees. Should any part of this work become part of the employee's normal workload, the Employer will adjust the workload accordingly.

2308 Republication Rights

When the Employer sells editorial content of any type (including but not limited to writing, photographs, cartoons, video or graphic illustrations) created by an employee in the course of his employment, the contributing employee shall receive 25 % of the net sale revenues (i.e. deducting a reasonable administrative fee from gross revenue which shall be disclosed upon request). If the Employer discounts the sale price in whole or in part, a reasonable fee shall still be paid. Postmedia's lease agreement with Meltwater grants subscribers access to content

not ownership or reproduction rights. The company will reimburse employees based on the following understanding: employees receive 25% of net sales proceeds less a 15% administration fee on net sales, with a \$100 cap on total administration fee payout.

2309 Educational Self-Improvement

The Employer may reimburse an employee, upon successful completion of an educational course, at least 50% of tuition costs for educational courses directly related to his career or other jobs within the bargaining unit. Approval shall not be unreasonably withheld.

2310 Copyright

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

ARTICLE 24 - PART-TIME & TEMPORARY EMPLOYEES

2401 Definition of Part-Time Employment

For the purpose of this Agreement, a part-time employee shall mean one who regularly works not more than 80% of the normal work week. A part-time employee who averages more than 80% of full-time work over a fifty-two (52) week period, excluding vacation leave and paid holidays taken (equal to the maximum of their entitlement) shall be deemed to have become a full-time employee.

Time worked by employees covering for employees on leaves will not count towards the hours which would qualify for full-time status.

2402 Part-Time Benefits

- a) A part-time employee is covered by all provisions of this Agreement, and shall receive proportionately all conditions of this Agreement unless expressly provided otherwise in this Agreement.
- b) For greater clarity concerning the application of Article 2402 (a):
 - (i) Part-time employees may participate in the pension plan according to provincial legislation.
 - (i) Part-time employees may participate in the Employer group benefit plans as prior to this Collective Agreement as specified in Article 1901. Following 12 months of continuous employment, part-time employees who have averaged no less than fifteen (15) hours of work per week for the previous fifty-two (52) weeks shall become eligible to participate in the plans. To clarify, the plans include extended health, vision, dental, employee basic life coverage, optional LTD coverage, optional employee, spousal and dependent life coverages, and optional AD&D coverage. and group life coverage. The premium cost sharing for the part time benefit plan will be 100% Employer paid employee basic life and extended health (including vision); 60% Employer paid and 40% Employee paid dental; 100% Employee paid for all optional coverages including LTD.
 - (ii) Part-time employees are not entitled to any additional Employer floating holidays.

2403 Progression on Wage Grid

In calculating experience for the purpose of regular step-up wage increases, part-time employees shall be credited with their actual hours worked. The conversion of hours worked shall be 1680 for each one-year step.

2404 Assignment of Work

- a) The Employer shall assign unscheduled shifts to part-timers in the same job classification in a fair manner. This shall apply to opportunities to perform full-time temporary assignments.
- b) The Employer shall reduce hours among part-time employees in the same job classification in a fair manner.

2405 Temporary Employees

A temporary employee is an employee who is hired:

- (a) to cover a leave of absence for the duration of the leave. In the case of coverage of leaves of absence of thirty (30) calendar days or more (if required by the Employer) all qualified part-time employees shall first be offered such temporary positions;
- (b) to cover an absence due to maternity, parental, sickness or disability for the duration of the absence up to twenty-four (24) months provided all qualified part-time employees shall first be offered such temporary positions. After one year of employment, the incumbent shall be permitted to participate in the group benefits plan. The Employer may extend benefits to a temporary employee prior to one year of employment, and shall notify the Union in these circumstances;
- (c) to cover vacation absences for a maximum continuous period of five (5) months and for not more than six (6) months in total within any calendar year, provided all qualified part-time employees have first been offered such temporary positions; or
- (d) for a temporary and special project up to a six (6) month period, or up to 12 months, if mutually agreed between the Union and the Employer. Such agreement shall not be unreasonably withheld by the Union.

Students or journalism graduates hired for a period of four weeks or less for election coverage shall not be considered a temporary employee. For clarity, the journalism graduate must have completed his program within one year of the assignment.

2406

If a part-time employee is hired into a temporary position under this Article, the following shall apply:

- (a) seniority shall accrue;
- (b) movement along the wage grid of their normal position shall continue;
- (c) hours worked in the temporary position beyond the hours the employee would normally have worked as a part-time employee shall not accrue under Article 2401 (80% rule) during the assignment;
- (d) two or more different job classifications cannot be added together to earn time under Article 2401 (i.e., two or more part-time jobs shall not result in full-time status);
- (e) if an employee voluntarily transfers into a temporary assignment that is in a higher wage category, the employee will assume the wage rate at the next step of the temporary position's wage grid that is closest (but above) their current wage;
- (f) if an employee voluntarily transfers into a temporary assignment that is in a lower wage category, the employee will assume the wage rate that is the lower of (a) the maximum rate of that wage category, and (b) the wage rate that is closest to (but lower) than their current wage. Notwithstanding the foregoing, at the discretion of management, the employee may maintain his current rate of pay.
- (g) employees moving into temporary assignments maintain their current status, be it part-time or full-time.

2407

If a temporary employee with no previous service gets a permanent job during or immediately after their temporary assignment, the following will apply:

- (a) their temporary service will count toward their seniority;
- (b) they will continue to move along the wage grid if the position is the same;
- (c) their temporary service will not count under Article 2401 (80% rule).

2408

The Union shall be notified in writing of the hiring of a temporary employee and the expected duration of and reason for the temporary position. A temporary employee whose services are no longer required or whose term has expired may be terminated upon two weeks' written notice to the employee.

2409 Temporary Employee - Coverage of the Collective Agreement

Temporary employees shall be covered by all Articles of this Collective Agreement except 7, 8, 10, 11, 15, 19, 20, and 21.

2410 Seniority

Temporary employees shall not establish seniority under this Agreement.

ARTICLE 25 - WAGES

2501 Experience Rating Upon Hire

The Employer shall hire new employees at rates no less than the starting rate for each classification and may establish the new employee at a higher rate on the appropriate classification wage grid on the basis of experience and reputation.

2502 Salaries Above Scale

- a) The basic salaries set out in the Salary Schedule are minimum salaries and it is agreed that the Employer may grant discretionary salary above the maximum salary rate in an employee's classification based upon individual merit and performance.
- b) There shall be no reduction of salary for the duration of the Collective Agreement except as provided in Article 7 (layoff).
- c) The Employer shall disclose to the Union its wish to negotiate individual salary rates above scale, and the employee shall have the option to be represented by the Union in the following salary discussions. In any event, the Employer shall disclose to the Union the results of those discussions.
- d) Above scale salaries shall be increased by the same across the board salary increase as the remainder of the bargaining unit.

2503 Grid Advancement

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

However the Employer may delay an employee's regular advancement for one year for reason of demonstrably poor job performance in the previous twelve (12) months. An employee who objects to the Employer's delay of advancement may file a grievance pursuant to Article 6.

The Employer may accelerate an employee's advancement on the grid for reason of superior job performance in the previous twelve (12) months.

If an employee moves into a new position that is in a different salary schedule, the start date of the new position will become the date on which future eligible grid movements would take place.

2504 Job Classifications

In the event that a new job classification is created or in the event of a significant change in the duties and responsibilities of a position, the Employer and the Union will discuss and attempt to agree upon the proper classification and salary scale for the position. Failing agreement, the matter may be referred to arbitration for a final and binding determination.

ARTICLE 26 - TERM OF AGREEMENT

2601 Term

This Agreement shall become effective (except as provided herein) on January 1, 2018 and shall expire on December 31, 2021. It shall be binding upon the successors and assigns of both parties.

2602 Renewal

Within ninety days prior to the termination of this Agreement, the Employer or the Union may open negotiations for a new Agreement to take effect upon the expiry of this present agreement.

Dated at Toronto this 26th day of NOV., 2019

FOR THE UNION:



FOR THE EMPLOYER



LETTER OF UNDERSTANDING RE: INTERNET AND TRAINING

The parties agree that, in order to prosper, the Company must diversify the publishing of its media content and that it is beneficial to all employees to contribute to the success of that diversification.

It is clear that training in the new hardware, software and equipment necessary to implement various changes and processes associated with multi-media content is essential to that contribution.

The Company is committed to continuing its efforts to provide the training required in regards to the implementation of new technologies and processes in as timely and equitable manner as practical, to the employees in the affected or relevant job classification(s).

To that end, the parties agree that the usage of the Union-Management Committee as outlined in Article 306 may be desirable on a periodic basis to discuss and deal with issues related to the above training requirements.

The Company acknowledges that the creation of local editorial content is primarily provided by bargaining unit staff.

LETTER OF UNDERSTANDING: PHOTOGRAPHY

Work in the Multi-Media Journalist job classification will be focused in two fields: text and images. Text includes news or feature articles, columns, editorials and the written word in other forms (for example, blogs). Images include still photography, video, online slide shows and other forms of multi-media such as audio. Employees formerly classified as reporters or photographers shall continue to be given assignments in their superior skilled field (text or images) as long as such work is available. They may be assigned duties in the other field (i.e. not their superior skilled field) but duties in the other field shall not represent the majority of their duties on an ongoing basis. Employees will not be disciplined or dismissed on the basis of work performance in the other field except for culpable failure to meet reasonable work expectations. The employer shall provide appropriate training.

LETTER OF UNDERSTANDING RE: SCHEDULING OF PHOTOGRAPHERS

The status quo of bargaining unit employees continuing to perform scheduling duties shall prevail until such time that the company has implemented

scheduling software as discussed during negotiations. After that point in time, the scheduling protocol for MMJ (Photographers) shall be that Kevin Hann shall have approval over scheduling and employee requests, however he shall reply to all requests for time off or shift swaps in a fair, reasonable and timely manner. In his absence, that duty shall fall to Johnathan Kingstone. In the absence of both, that duty shall fall to the Assistant Photo Editor. In the absence of all three, that duty shall fall to the City Desk.

LETTER OF UNDERSTANDING RE: DIGITAL CAMERA

The Employer shall in accordance with Article 2207 of the Collective Agreement provide Digital Camera equipment equal to or great than the standard in the list exchanged between the parties on Friday, September 19, 2003.

LETTER OF UNDERSTANDING RE: TEMPORARY MANAGEMENT POSITIONS

Bargaining unit employees who are appointed temporarily to excluded non-bargaining unit positions outlined in Article 101 shall receive a payment of ten dollars (\$10.00) per shift.

LETTER OF UNDERSTANDING RE: REDUCED WORK WEEK OR JOB SHARING

The Employer shall consider employee requests for reduced work week or job sharing. Any agreements shall be negotiated with the Union.

LETTER OF UNDERSTANDING RE: COMPRESSED WORK WEEK

A full-time employee who is scheduled on a compressed work week shall not suffer any loss of entitlements under the Collective Agreement.

LETTER OF UNDERSTANDING RE: SPORTS NIGHT EDITOR ADJUSTMENT

There shall be a fifteen dollar (\$15) adjustment for copy editors who are assigned to perform the sports "night editor" duties on any given shift. It is understood that if a senior editor works the "night shift" (i.e. shift that ends at deadline) and performs the "night editor" duties, the duties will not be assigned to a copy editor and no adjustment will be paid.

LETTER OF UNDERSTANDING RE: EMPLOYEES ON LONG -TERM DISABILITY – Grid Placement

For the purpose of a future return to active employment, employees who are currently absent from work because of long term disability shall be placed at the grid step that is at the next highest salary rate above current salary (i.e. this does not impact upon their current level of LTD benefits). Upon return to work, the employee shall be paid the effective salary rate for that grid step and shall resume grid progression upon the first anniversary date of his return to active employment.

LETTER OF UNDERSTANDING RE: BARGAINING COMMITTEE WAGES

Notwithstanding Article 304, the Employer agrees that in order to expedite the negotiation of a new Collective Agreement, when up to five (5) bargaining unit employees are granted time off from their regularly scheduled shifts to attend meetings with the Employer for the purpose of the aforementioned negotiations, the Employer will pay such bargaining unit employees for such time off at their regular salary rate plus applicable shift differentials and the Employer will not ask the Union to reimburse the Employer for this expense. Such payment by the Employer as noted above shall not include overtime hours.

LETTER OF UNDERSTANDING RE: USE OF COMPANY E-MAIL

This letter confirms our understanding during negotiations that Union stewards and executive members may utilize the e-mail system during working hours for incidental purposes restricted to the administration of their duties as stewards or executive members. Employees may use the e-mail system during working hours for the purpose of contacting a Union steward or executive member to request assistance.

LETTER OF UNDERSTANDING RE: FREELANCE JOURNALISTS

It is agreed on a without prejudice basis that the language of Article 404 shall not apply to freelance contributions from Peter Worthington, Mark Bonokoski, Al Strachan, Max Haines, and Gary Dunford.

It is further agreed, on a without prejudice and go-forward basis, that Article 404 shall not restrict the Employer's right to assign or accept freelance editorial content contributions from up to two (2) individuals whom the Employer does not acknowledge as bargaining unit employees. It is understood that the designations shall be for a long or indefinite term. Either of the two designated positions shall be considered filled by an individual named above provided he continues to submit freelance contributions to the newspaper. The employer shall not engage an individual to fill the second of the two "positions" unless it can establish a significant competitive advantage or market niche for this second engagement and the union consents to this engagement having regard to this criteria. The union's consent shall not be unreasonably withheld. Prior to his engagement as a freelancer, this second individual shall not be an existing employee of QMI or Sun Media.

It is further agreed that these five (5) individuals, or subsequent individuals designated by the Employer, shall not be adversely affected if he or she chooses not to contribute to the newspaper during a labour dispute.

It is further agreed that the photographs for the Sunshine Girl may be performed by freelance photographers.

Added in 2018:

The parties recognize Mark Bonokoski and Lorrie Goldstein as the incumbents of the two "freelancer" positions, outside the bargaining unit. In the event that either is replaced by a new incumbent, that new incumbent shall be covered by the collective agreement in all respects except:

- a) Articles 201, 202, 7, 14, 24 and 25.
- b) The employer in its sole discretion may terminate their employment.
- c) The incumbent may not be bumped by another member of the bargaining unit.

Letter of Understanding Re: – DOMESTIC ABUSE

The Company and Union understand that employees are at times dealing with personal issues that affect their ability to function in their workplace. As such, the Company and Union will develop a communication program to inform employees who may be victims of domestic violence or abuse to assist them in dealing with these and other personal issues. The Company will provide access

to those employees who have requested further assistance with a third party provider who have staff to deal with such situations. Individuals who are disabled and unable to work as a result of domestic violence or abuse will be eligible for paid time off subject to the terms and conditions of the Company's short term and long term disability plans. The Company will provide necessary accommodations to victims of domestic abuse. The Company will recognize in its communication program that the Union may appoint an Anti-Domestic Violence Advocate and will allow reasonable paid time off for / to respond to calls / communications. Time spent by the advocate will be considered Union Business.

LETTER OF UNDERSTANDING RE: VOLUNTARY RESIGNATIONS SOLICITED

Once notices of layoff have been given to affected employees, the Employer shall post bulletin board notices of layoff and receive requests for voluntary resignations. Employees must submit a request for voluntary resignation within two (2) weeks of the posting of the notice. If the Employer agrees to a voluntary resignation(s), such employee(s) will be eligible for severance pay in accordance with Article 21 and will forfeit any rights to recall.

Voluntary resignations will reduce the impact of layoffs. The Employer has the discretion to change the timing of when the notice for voluntary resignations is posted; i.e. if the Employer wishes to post a notice for voluntary resignations before notices of layoff have been given to the affected employees, the Employer may do so.

LETTER OF UNDERSTANDING RE: VIDEO APPEARANCES

In the normal course of business, appearances will be coordinated through the Toronto Sun editors in charge. If this process is changed for any reason, the union will be notified in advance and the new process shall include a clear chain of command. The employer shall continue its policy of considering exceptions or modifications to employee appearances on the basis of security or safety concerns

Other Letters of Understanding

Letter of Understanding (Outside the Agreement) - Re: Workload

It is understood that in a changing media environment the assignments and job skills required of bargaining unit staff continue to evolve. Although there may be fluctuations in workload, the hours of work provisions of this collective agreement and other articles continue to govern. Any issues relating to this letter will be referred to the Union Management Committee for discussions. It is understood that this letter does not diminish existing rights under the collective agreement.

Letter of Understanding (Outside the Agreement) - Re: Republication Rights

The parties agree that any employee claim to copyright and/or republication fees in respect of electronic databases, searchable indexes, or CD-ROMs is not subject to this Collective Agreement and the provisions of Article 2308 are without prejudice to the actual or potential rights of any party.

It is further agreed that any existing deal with a higher benefit which may be in place will be grandfathered to the existing employees and existing deals for the duration of the Collective Agreement.

Further, Article 2308 does not apply to any Wire Service or co-operative to which the Sun is a member or future Wire Service or co-operative to which it becomes a member.

Letter of Understanding (Outside the Agreement) - Re: Change of Starting Times

It is understood that the Employer shall make reasonable efforts to seek volunteers from among staff before compelling an employee to change his starting time.

Letter of Understanding (Outside the Agreement) - Re: Protocol for Resolving Medical Disputes

1. Where the Employer considers the medical evidence unsatisfactory for the purpose of verification of an employee's absence or fitness to work, the designated representative of the Human Resources Department may consult with the employee on a confidential basis.

2. If the Employer still considers the medical evidence unsatisfactory after consulting with the employee, the Employer may, with the consent of the employee, direct the Company physician to consult directly with the employee's physician.
3. If the employee's consent is not given and/or the Employer still considers the medical evidence unsatisfactory, the Employer may seek an independent medical opinion at the Employer's expense, with the employee's consent. The independent physician shall be agreed upon by the parties.
4. If the employee's consent to an independent medical opinion is refused, or following an independent medical opinion the Employer still considers the medical evidence unsatisfactory, and the Employer declines to recognize the employee's absence as covered by short-term disability benefits under this article, the employee may file a grievance pursuant to the grievance and arbitration procedure.
5. There shall be a return to work sub-committee of the Labour Management Committee in order to address potential disputes resulting from the administration of the return to work provisions or matters putting eligibility at risk on the short-term disability and long-term disability plans.
6. All medical information in the possession or knowledge of the Employer regarding an employee shall be maintained as confidential to the Employer's physician and a designated member of the Human Resources staff. Information on job capabilities, restrictions and/or accommodations is not considered confidential in the meaning of this subparagraph.

Toronto Sun Wage Grids

YR1 - January 1, 2018 - 0%

YR2 - January 1, 2019 - 0%

YR3 - January 1, 2020 - 0%

YR4 - January 1, 2021 - 0.5 %

	Start	After 1	After 2	After 3	After 4	After 5	After 6	After 7	After 8
Category A - Senior Editor 1, Assistant City Editor, Assistant Sport , Associate Editor									
Jan.1, 2018	87,528.62	90,065.40	91,968.27	94,505.06					
Jan.1, 2019	87,528.62	90,065.40	91,968.27	94,505.06					
Jan.1, 2020	87,528.62	90,065.40	91,968.27	94,505.06					
Jan.1, 2021	87,966.26	90,515.72	92,428.11	94,977.58					
Category B - Columnist, Entertainment Critic, Feature Writer, Cartoonist, Gaming and Technology Writer, Senior Web Editor									
Jan.1, 2018	80,134.74	82,671.53	85,208.32	87,746.23	90,283.00	92,819.80			
Jan.1, 2019	80,134.74	82,671.53	85,208.32	87,746.23	90,283.00	92,819.80			
Jan.1, 2020	80,134.74	82,671.53	85,208.32	87,746.23	90,283.00	92,819.80			
Jan.1, 2021	80,535.41	83,084.88	85,634.36	88,184.96	90,734.41	93,283.89			
Category C - Page Editor, Bureau Chief									
Jan.1, 2018	73,574.33	76,041.56	79,409.16	82,707.38	85,751.73	88,796.09	90,265.99	90,265.99	91,759.36
Jan.1, 2019	73,574.33	76,041.56	79,409.16	82,707.38	85,751.73	88,796.09	90,265.99	90,265.99	91,759.36
Jan.1, 2020	73,574.33	76,041.56	79,409.16	82,707.38	85,751.73	88,796.09	90,265.99	90,265.99	91,759.36
Jan.1, 2021	73,942.20	76,421.76	79,806.20	83,120.91	86,180.48	89,240.07	90,717.31	90,717.31	92,218.15

Category D - Senior Editor 3 (Assistant Editor Money, Assistant Photo Editor, Travel Editor, Asst. Art Director)

Jan.1, 2018	76,111.39	78,966.27	81,820.01	84,674.88	88,796.45	
Jan.1, 2019	76,111.39	78,966.27	81,820.01	84,674.88	88,796.45	
Jan.1, 2020	76,111.39	78,966.27	81,820.01	84,674.88	88,796.45	
Jan.1, 2021	76,491.94	79,361.10	82,229.11	85,098.25	89,240.43	—

Category DD - Assistant Manager Library

Jan.1, 2018	54,539.34	59,233.69	64,560.82	69,254.03	73,948.39	78,641.60	83,334.82	88,789.87
Jan.1, 2019	54,539.34	59,233.69	64,560.82	69,254.03	73,948.39	78,641.60	83,334.82	88,789.87
Jan.1, 2020	54,539.34	59,233.69	64,560.82	69,254.03	73,948.39	78,641.60	83,334.82	88,789.87
Jan.1, 2021	54,812.03	59,529.85	64,883.62	69,600.30	74,318.13	79,034.80	83,751.49	89,233.81

Category E - Multi Media Journalist

Jan.1, 2018	67,232.10	70,529.58	73,574.62	76,618.53	79,410.01	82,707.48	85,752.54	87,528.62
Jan.1, 2019	67,232.10	70,529.58	73,571.62	76,618.53	79,410.01	82,707.48	85,752.54	87,528.62
Jan.1, 2020	67,232.10	70,529.58	73,571.62	76,618.53	79,410.01	82,707.48	85,752.54	87,528.62
Jan.1, 2021	67,568.26	70,882.22	73,939.47	77,001.62	79,807.06	83,121.01	86,181.30	87,966.26

Category G - News Researcher

Jan.1, 2018	54,093.17	57,137.08	60,182.12	63,226.04	66,217.08	69,314.99
Jan.1, 2019	54,093.17	57,137.08	60,182.12	63,226.04	66,271.08	69,314.99
Jan.1, 2020	54,093.17	57,137.08	60,182.12	63,226.04	66,271.08	69,314.99
Jan.1, 2021	54,363.63	57,422.76	60,483.03	63,542.17	66,602.43	69,661.56

Category H - Web Editor, Graphic Artist

Jan.1, 2018	55,180.97	57,717.74	60,254.53	62,792.45	65,329.23	<u>67,866.01</u>
Jan.1, 2019	55,180.97	57,717.74	60,254.53	62,792.45	65,329.23	67,866.01
Jan.1, 2020	55,180.97	57,717.74	60,254.53	62,792.45	65,329.23	67,866.01
Jan.1, 2021	55,456.87	58,006.32	60,555.80	63,106.41	65,655.87	68,205.34

Category I - Paginator

Jan.1, 2018	51,102.72	53,180.97	55,717.77	59,254.53	61,792.45	63,329.23	65,866.01
Jan.1, 2019	51,102.72	53,180.97	55,717.77	59,254.53	61,792.45	63,329.23	65,866.01
Jan.1, 2020	51,102.72	53,180.97	55,717.77	59,254.53	61,792.45	63,329.23	65,866.01
Jan.1, 2021	51,358.23	53,446.87	55,996.35	59,550.80	62,101.41	63,645.87	66,195.34

Category J - Administrative Assistant, Listings Editor

Jan.1, 2018	45,666.61	48,203.39	50,741.31	53,278.10	55,814.87	58,351.65	60,889.57
Jan.1, 2019	45,666.61	48,203.39	50,741.31	53,278.10	55,814.87	58,351.65	60,889.57
Jan.1, 2020	45,666.61	48,203.39	50,741.31	53,278.10	55,814.87	58,351.65	60,889.57
Jan.1, 2021	45,894.94	48,444.40	50,995.01	53,544.49	56,093.94	58,643.40	61,194.01

Category K- Enhancers

Jan.1, 2018	23.38	24.77	26.17	27.56	28.97
Jan.1, 2019	23.38	24.77	26.17	27.56	28.97
Jan.1, 2020	23.38	24.77	26.17	27.56	28.97
Jan.1, 2021	23.49	24.89	26.3	27.69	29.11

Category L - Editorial Designer

Jan.1, 2018	63,426.36	65,963.13	68,499.92	71,037.84	73,574.62	76,111.39
Jan.1, 2019	63,426.36	65,963.13	68,499.92	71,037.84	73,574.62	76,111.39
Jan.1, 2020	63,426.36	65,963.13	68,499.92	71,037.84	73,574.62	76,111.39
Jan.1, 2021	63,743.49	66,292.94	68,842.41	71,393.02	73,942.49	76,491.94