

Agreement

Between

METROLAND MEDIA GROUP LTD.

And

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
LOCAL 87-M

SOUTHERN ONTARIO NEWSMEDIA GUILD

September 1, 2012 to August 31, 2015

Ratified December 6, 2012

BARRIE ADVERTISING SALES DEPARTMENTS

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PREAMBLE

This Agreement is made and entered into this 27th day of November 2012 between Metroland Media Group Ltd. (the "Employer") and Communications, Energy & Paperworkers Union of Canada, Local 87-M Southern Ontario Newsmedia Guild (the "Union") and is effective from the 1st day of September 2012 to the 31st day of August, 2015.

ARTICLE 1 - RELATIONSHIP

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

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

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

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

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

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

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

ARTICLE 2 - MANAGEMENT RIGHTS

The right to hire, assign duties, retire(subject to applicable legislation), promote, classify, reclassify, lay-off, recall, demote, transfer, discharge, suspend or otherwise discipline for just cause employees who have completed their probationary period, to maintain order, discipline and efficiency, to determine complement and the number of employees required from time to time, to schedule working hours, to extend, curtail or cease operations, and to establish and enforce rules and regulations governing the conduct of the employees is the exclusive function and responsibility of the Employer, subject to the terms and conditions of this Agreement. All matters concerning the operations of the Employer not specifically dealt with herein shall be reserved to the Employer and be its exclusive responsibility.

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

ARTICLE 3 - NEW EMPLOYEES

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

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

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

ARTICLE 4 - PART-TIME & TEMPORARY EMPLOYEES

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

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

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

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

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

Temporary employees who transfer to permanent employment at the end of their temporary term will be credited with their temporary service and are not required to complete the probationary period outlined in 3.01 above, provided they have worked in the same classification for a longer period of time than the probationary period applicable.

ARTICLE 5 - INFORMATION

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

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

ARTICLE 6 - NO STRIKE OR LOCK-OUT

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

ARTICLE 7 - NO DISCRIMINATION

- 7.01 The Employer and Union agree that no employee will be discriminated against because of race, creed, sex, age, colour, national origin, marital or parental status, handicap or sexual orientation.
- 7.02 The Employer and the Union, for itself and its members, agree that no employee shall be discriminated against, intimidated, coerced or interfered with on grounds prohibited under the Ontario Human Rights Code, or because of his/her membership or non-membership in the Union or participation or refusal to participate in its activities.

ARTICLE 8 - STEWARDS

- 8.01 Two (2) stewards will be recognized as Union representatives in the advertising sales departments at the newspaper. Union duties will not unduly interfere with the normal routine of work.
- 8.02 In order to facilitate the handling of grievances, a Union steward shall be entitled to leave his/her work station during working hours without loss of pay provided that:
- he/she has obtained the prior consent of his/her immediate supervisor, which shall not be unreasonably denied; and
 - the time is devoted to the prompt handling of the grievance.

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

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 The parties agree that their interests are best served by the speedy resolution of grievances. To this end, should any differences arise as to the interpretation, application, administration or alleged violation of the provisions of this Agreement, the following procedure for instituting a grievance may be invoked by an individual employee, by a number of employees jointly claiming the same grievance, by the Union or by the Employer.
- 9.02 If an employee has a complaint, he/she must first give opportunity to his/her immediate supervisor to discuss and resolve the complaint before a grievance is filed.

9.03 Grievances shall be dealt with in the following manner:
Step 1: An employee having a grievance or a designated member of a group having a grievance shall, within thirty (30) days of the date on which the cause of the grievance occurred or ought reasonably to have been known to the grievor(s), take up the grievance, which will be in writing, with the immediate supervisor outside the scope of the bargaining unit. The supervisor will render his/her decision in writing within five (5) days of the receipt of the grievance.

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

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

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

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

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

9.06 Any difference arising directly between the Employer and the Union as to the interpretation, application, administration or alleged violation of this Agreement may be submitted in writing by either party within thirty (30) days following the date on which the grievance occurred or ought reasonably to have been known to the grievor. The parties shall meet as described in Step 2 within ten (10) days following receipt of the grievance and a decision given in writing to the aggrieved party not more than ten (10) days following the meeting. Union grievances that pertain to a particular newspaper will be submitted in writing, as outlined above, to the Publisher of that newspaper. In all other instances, Union grievances will be submitted, as outlined above, to the Director of Human Resources. Employer grievances will be submitted to the Local Representative of the Union.

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

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

ARTICLE 10 - ARBITRATION

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

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

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

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

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

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

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

ARTICLE 11 – HEALTH & SAFETY

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

ARTICLE 12 - JOB POSTINGS

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

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

- 12.02 **TRIAL PERIOD** - If the candidate selected does not prove satisfactory during the trial period of ninety (90) days, the Employer will endeavour to place the employee in a position comparable to his/her previous position at his/her prior rate. Where there is no comparable position, the employee shall be terminated and will receive notice and severance according to Articles 14 and 15.

ARTICLE 13 - DISCIPLINE & DISCHARGE

- 13.01 **JUST CAUSE** - No employee shall be discharged or disciplined except for just cause. If a meeting may result in disciplinary action or discharge, the employee concerned shall be advised by the Employer that he/she has the right to have a Union steward present at such meeting.
An employee shall be informed in writing of the reasons for disciplinary action taken against him/her.
- 13.02 **DISCHARGE GRIEVANCE** - A discharged employee who wishes to grieve the discharge may file a written grievance at Step 2 of the grievance procedure with the

Publisher within twenty (20) days of the discharge.

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

During a grievance concerning an employee, the employee or the Union (with the written consent of the individual concerned) may, upon request, read and be provided copies of material in the employee's personnel files.

It is agreed that written letters of warning and reprimand shall be removed or deemed to be removed from an employee's personnel file 24 months from the date of issue. Records of suspension(s) shall be removed or deemed to be removed 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 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 company'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 14 - TERMINATION

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

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

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

ARTICLE 15 - SENIORITY & SECURITY

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

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

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

(A) Except in cases where more than two (2) weeks' notice is required by the Employment Standards Act, there shall be two (2) weeks' notice to the affected employees of any layoffs. The Employer will provide the Union with two (2) weeks' notice of the layoff and the names of the employees affected.

(B) An employee in a classification so affected may elect, within the notice period, to bump those with the least seniority in another classification in which they have had prior permanent work experience and are competent to perform the work. This is provided their total Company seniority is greater than that of the employee whom they choose to bump.

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

RECALL:

(A) Laid off employees, or those who bumped into lower classifications, shall be placed on a recall list for two (2) years in order of seniority and classification and the Employer shall fill vacancies according to that list. A full-time employee shall be recalled to a full-time or a temporary position in the classification from which he/she was laid off, provided the term of the temporary position is at least three (3) months. A full-time employee may be recalled to part-time or temporary positions of less than three (3) months' duration, however, he/she may refuse such a recall without his/her recall rights being affected.

A part-time employee shall be recalled to a part-time position in the classification from which he/she was laid off.

(B) An employee on the recall list who accepts recall to a temporary position shall not have the time spent working at the temporary position counted when calculating the time the employee is on the recall list.

(C) Notice of recall shall be sent to the individual by registered mail, courier service or via email sent to the last known address in the Employer's records, with confirmation required that the email has been received. A copy of the notice shall be forwarded at the same time, in the same manner, to the Union. Recalled employees shall have nine (9) calendar days (excluding Saturdays, Sundays and holidays) after the date of the notice of recall to respond and shall be given an additional seven (7) days to report to work.

(D) Refusal to accept a job offer (except where provided in 15.03 (A)) in a classification from which the employee was laid off or failure to respond within nine (9) calendar days (excluding Saturdays, Sundays and holidays) after the date of the notice of recall shall result in the employee being dropped from the recall list.

(E) During a layoff, seniority will be frozen. If the employee is recalled to regular employment within two (2) years, seniority will be restored at the frozen level.

15.04 BENEFIT CONTINUANCE - An employee who has been laid off shall have the option of continuing his/her benefit coverage for a six (6) month period provided he/she pays the full cost of premiums.

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

ARTICLE 16 - HOURS OF WORK

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

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

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

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

ARTICLE 17 - CLASSIFICATIONS AND WAGES

17.01 WEEKLY SALARIES -

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

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

Group C: Advertising Clerk:

	<u>September 1, 2012</u>	<u>September 1, 2013</u>	<u>September 1, 2014</u>
Start	\$576.89	*	**
1 year	\$625.08	*	**
2 years	\$668.24	*	**
3 years	\$730.20	*	**

Year 1 – September 1, 2012 1% (retroactive to September 1, 2012)

***September 1, 2013** Average Ontario CPI increase for the prior 12 months but no less than 1% and no more than 3%

**** September 1, 2014** Average Ontario CPI increase for the prior 12 months but no less than 1% and no more than 3%

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

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

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

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

17.06 NEW CLASSIFICATIONS – The Employer shall notify the Union when new classifications are created. The parties shall meet and discuss the wage rate for the new classification. If the parties are unable to agree on a wage rate, the matter will be

submitted for arbitration in accordance with the procedure outlined in Articles 9 and 10. The new wage rate shall be effective when it was first filed by an employee.

ARTICLE 18 - VACATIONS

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

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

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

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

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

18.03 VACATION PAY FOR COMMISSIONED STAFF - commissioned sales staff on vacation shall receive their base pay, plus commission average, plus any actual commissions on ads sold and cleared prior to vacation. Commission averaging is the average of the commissions paid in the prior year, calculated each January. In the first year of employment, employees will be paid their base pay, plus any actual commissions on ads sold and cleared, plus an average of their commissions earned to the date of absence.

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

Casual part-time employees and temporary employees will receive vacation pay at the rate of 4% of their regular wages and commissions added to each regular weekly pay. Casual part-time employees are entitled to two (2) weeks unpaid vacation time off annually.

ARTICLE 19 - HOLIDAYS

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

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

19.02 FULL-TIME EMPLOYEES:

(a) To qualify for holiday pay, an employee must work his/her scheduled shift before and after the holiday, or his/her absence must be authorized. Holiday pay for commissioned sales employees is payment of salary plus regular commissions.

(b) Floating holidays will be taken one in the first six (6) months of the year and the second in the last six (6) months of the year. To receive the floating holiday, an employee must have completed his/her probationary period. Floating holidays are days off only, and if not taken, are forfeited.

(c) An employee who qualifies under 19.02 (a) and who works on any of the named holidays listed in 19.01 above, shall be paid at the rate of double time for all hours worked in addition to their regular day's pay for the holiday. Employees who receive both a salary and commission shall receive the premium rate on their salary only.

19.03 REGULAR PART-TIME EMPLOYEES:

(a) To qualify for holiday pay, an employee must have worked his/her regularly scheduled shift before and after the holiday. Statutory holiday pay is based on the average daily gross earnings over the previous thirteen (13) week period.

(b) When required by the Employer to work on the holiday, pay for time worked on the holiday will be according to the Employment Standards Act.

(c) The floating holidays, one in the first six (6) months and one in the last six (6) months of the year, will be paid based on the average daily gross earnings over the previous thirteen (13) week period. An employee must have worked six (6) months to be eligible for a floating holiday. Floating holidays are days off only, and if not taken, are forfeited.

19.04 CASUAL PART-TIME AND TEMPORARY EMPLOYEES:

(a) An employee will qualify for holiday pay under the terms of the Employment Standards Act.

(b) Floating holiday provisions do not apply to casual part-time and temporary employees.

ARTICLE 20 - LEAVES OF ABSENCE

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

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

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

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

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

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

20.05 The days granted as leaves of absence with pay shall be for the primary purpose of mourning the loss of the loved one, arranging and/or attending the funeral. The days granted shall generally be between the date of death and the funeral, depending on the religious beliefs of the employee.

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

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

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

20.09 UNION BUSINESS - The Employer will, upon three (3) weeks' written notice from the Union, grant a leave of absence for up to two (2) years, without pay and benefits, to an employee elected or appointed to any office of CEP, CLC, OFL, AFL-CIO or local labour council. Not more than one (1) persons shall be absent on such leave at any time except by agreement of the Employer.

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

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

20.10 SENIORITY AND SERVICE - An employee who is absent on an approved leave, provided for in this Article, in excess of one (1) month, shall not lose his/her seniority rights and seniority shall continue to accrue to the employee during pregnancy, parental or union leave of absence and during the first three (3) months of any other defined period of absence. However, such time absent, except pregnancy/parental/union leave of absence, shall not be considered service time in the computation of benefits dependent upon length of service, i.e. vacation and anniversary increases. Continuous service and credited service for the purpose of the Pension Plan shall be calculated in accordance with the provisions of the Pension Plan.

ARTICLE 21 - BENEFITS

21.01 SHORT-TERM DISABILITY - Full-time employees who have completed three (3) months of continuous service are eligible for the Employer's short-term disability benefits which provide continuance of the employee's regular salary during the first fifteen (15)

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

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

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

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

21.02 GROUP PLANS - The Employer will continue to provide the current level of benefits to full-time employees who have completed three (3) months of continuous service and will share in the costs as follows. The Employer will pay 70% of the premium cost for hospitalization, medical, long-term disability; 70% of the premium cost of dental benefits; and 100% of the premium cost of basic life insurance and A.D. & D. benefits. Employees will pay 100% of the premiums for optional group life insurance and any voluntary benefit plans.

Effective January 1, 2000, employees may elect to pay 100% of the premium for long term disability coverage. The Employer will pay 65% of the medical benefit for any employee who elects to pay 100% of the long term disability premium.

New employees hired after the date of ratification will pay 100% of the Long Term Disability premiums and will only pay 30% of the Extended Health Care premium (or Dental Plan premium if exempt from Health Care).

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

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

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

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

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

ARTICLE 22 - MISCELLANEOUS

- 22.01 BULLETIN BOARD - The Employer shall provide a bulletin board in a mutually satisfactory place for official Union notices, which will, in any event, not be contrary to good order and discipline.

- 22.02 EXPENSES - The Employer shall pay all authorized expenses incurred by an employee in the service of the Employer, if supported by vouchers or receipts.

- 22.03 MILEAGE - Authorized kilometre rate expenses shall be paid at the rate of 45.5 cents/kilometre.

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

- 22.04 EDUCATIONAL ASSISTANCE - The Employer will provide assistance in accordance with past practise and corporate policy.

- 22.05 PHONE ALLOWANCE – Employees who use a cell phone in the course of employment may claim \$25.00 per month on their monthly expenses towards the cost of their cell phone and \$50 per month on their monthly expenses for a Smart Phone/Blackberry. Proof of purchase plan is required. Inside sales is not eligible unless it has been authorized.

ARTICLE 23 - JURY AND WITNESS DUTY

- 23.01 The Employer will pay an employee who is required by the court to be a witness or for Jury Service or is subpoenaed for other judicial proceedings (except proceedings between the parties) for each day of service, the difference between his/her regular pay and commissions, and the payment he/she received for jury or witness service. The employee

- will present proof of jury or witness service and the amount of pay received.
- 23.02 When an employee is excused from jury or witness duty for one-half (1/2) day or more, he/she must return to the newspaper and complete his/her regular shift unless otherwise mutually agreed between the Employer and the employee.
- 23.03 Casual part-time employees and temporary employees shall be entitled to be absent for jury and witness duty, but without pay.
- 23.04 The Employer agrees to pay regular wages and commissions to any employee who is absent from work on a regularly scheduled work day due to his/her required attendance at an arbitration or Labour Board hearing or for attendance at bargaining meetings with the Employer. The Union agrees to reimburse the Employer the amount of such wages and commissions paid.

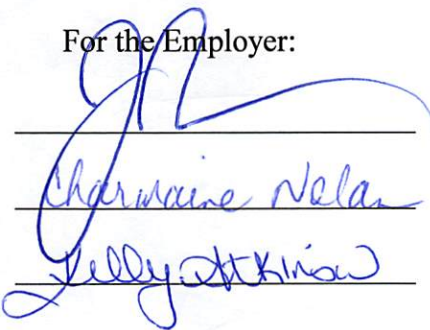
ARTICLE 24 - DURATION AND RENEWAL

24.01 This Agreement shall become effective September 1, 2012 and shall continue in effect until August 31st, 2015.

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

IN WITNESS hereof the parties hereto have executed this Agreement on the _____ day of _____, 2013.

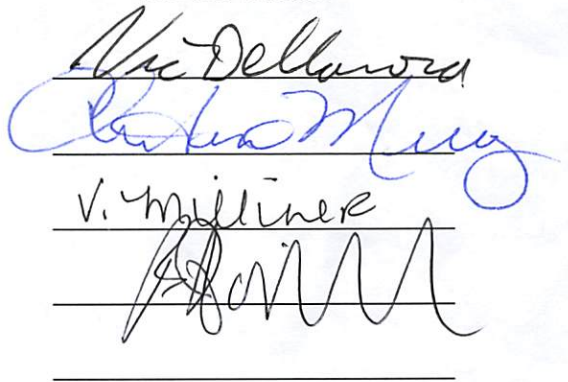
For the Employer:



 Charmaine Nelan

 Kelly Atkinson

For the Union:



 V. Milliner

November 27, 2012

Mr. Brad Honywill
Local Representative
Communications, Energy and Paperworkers
Union of Canada – Local 87M (Southern Ontario Newsmedia Guild)

Dear Mr. Honywill:

Re: Advertising Sales Employees & Metroland Pension Plan

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

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

Yours sincerely,



Anne Williston
Vice President, Human Resources
Metroland Media Group Ltd.

November 27, 2012

Mr. Brad Honywill
Local Representative
Communications, Energy and Paperworkers
Union of Canada – Local 87M (Southern Ontario Newsmedia Guild)

Dear Mr. Sullivan:

Re: Staff Reductions

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

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

Yours truly,



Anne Williston
Vice President, Human Resources
Metroland Media Group Ltd.

November 27, 2012

Mr. Brad Honywill
Local Representative
Communications, Energy and Paperworkers
Union of Canada – Local 87M (Southern Ontario Newsmedia Guild)

Dear Mr. Honywill:

Re: Commission Programs

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

The base commission plan will be as follows:

Retail & Real Estate	8% of local revenue. 1% to 3% for corporate service accounts (level to be determined by the Employer based on reasonable criteria) 10% on combo for Simcoe County 8% on combo outside Simcoe County and inside Central Region 5% outside Central region 10% on combo for Simcoe County
Telemarketing	10% for local and combo inside Simcoe County 8% on combo outside Simcoe County, inside of Central Region 5% combo outside Central Region

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

Classified – reps will share a pooled monthly incentive of 0.5% of classified revenue including corporate when the monthly target for the Classified Department is met.
An annual incentive equal to 0.5% of pooled revenue will be paid when the annual classified target is met or achieved.

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

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

Yours truly,



Anne Williston
Vice President, Human Resources
Metroland Media Group Ltd.

November 27, 2012

Mr. Brad Honywill
Local Representative
Communications, Energy and Paperworkers
Union of Canada – Local 87M (Southern Ontario Newsmedia Guild)

Dear Mr. Honywill:

Re: Car Allowance

This will confirm the understanding reached during our 2012 bargaining regarding car allowance.

Car allowances are payable only to those required to use a car for company business.

The rates subject to Article 22.03 are as follows:

Retail, Real Estate	\$115.00 effective December 6, 2012
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The parties agree that the long term Policy and practice whereby employees do not receive car allowance during periods of paid or unpaid time off shall continue.

Yours truly,



Anne Williston
Vice President, Human Resources
Metroland Media Group Ltd.

November 27, 2012

Mr. Brad Honywill
Local Representative
Communications, Energy and Paperworkers
Union of Canada – Local 87M (Southern Ontario Newsmedia Guild)

Dear Mr. Honywill

CEP Humanity Fund

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

Yours truly,



Anne Williston
Vice President, Human Resources
Metroland Media Group Ltd.

November 27, 2012

Mr. Brad Honywill
Local Representative
Communications, Energy and Paperworkers
Union of Canada – Local 87M (Southern Ontario Newsmedia Guild)

Dear Mr. Honywill

Benefit and Pension Improvements

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

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

Yours truly,



Anne Williston
Vice President, Human Resources
Metroland Media Group Ltd.

November 27, 2012

Mr. Brad Honywill
Local Representative
Communications, Energy and Paperworkers
Union of Canada – Local 87M (Southern Ontario Newsmedia Guild)

Dear Mr. Honywill:

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

Write-Offs:

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

Credit Notes:

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

Yours truly,



Anne Williston
Vice President, Human Resources
Metroland Media Group Ltd.

November 27, 2012

Mr. Brad Honywill
Local Representative
Communications, Energy and Paperworkers
Union of Canada – Local 87M (Southern Ontario Newsmedia Guild)

Dear Mr. Honywill:

Re. Benefits For Employees Over Age 65

This will confirm our discussions during negotiations regarding benefits for employees who continue to work past age 65.

The parties agreed that any employee reaching the age of 65 over the term of the agreement will be eligible for health & dental benefits on the current cost share arrangement until the earlier of their retirement or attainment of age 68.

While working, employees will also be eligible for life insurance of \$6,000 and ten paid sick days per calendar year. LTD will not be applicable.

In the event the company amends its current policy with respect to benefits for individuals working past age 65, such policy will apply to members of this bargaining unit, provided the changes offer an equal to or greater benefit.

Yours truly,



Anne Williston
Vice President, Human Resources
Metroland Media Group Ltd.

November 27, 2012

Mr. Brad Honywill
Local Representative
Communications, Energy and Paperworkers
Union of Canada – Local 87M (Southern Ontario Newsmedia Guild)

Dear Mr. Honywill:

Re. Training and Mileage

This confirms the agreement reached during 2012 bargaining regarding payment of mileage to employees while attending training.

When employees currently on car allowance are required to attend training at a location other than at the Barrie Advance office, the company will pay 15 cents per km in addition to the car allowance paid.

To clarify, the mileage amount claimed will be from the employee's place of work to the training location and return. Mileage claims must be submitted on an employee expense report for payment.

Yours truly,



Anne Williston
Vice President, Human Resources
Metroland Media Group Ltd.

Side Letter Outside the Agreement:

November 27, 2012

Mr. Brad Honywill
Local Representative
Communications, Energy and Paperworkers
Union of Canada – Local 87M (Southern Ontario Newsmedia Guild)

Dear Mr. Honywill:

**Barrie Sales Advertising Incentive Plan for Retail, Real Estate
& Telemarketing**

The proposed advertising sales representative incentive plan for 2013 is as follows:

- \$250 per quarter for reaching the quota for that quarter
- \$500 per half for reaching the 1st half & 2nd half quota
- .5% on total local sales for reaching the year end quota
- 5% additional commission payable once previous year's local actual sales (not quota) total has been achieved.

Sales is defined as all year over year sales sold in Metroland Central division including ROP, colour, magazines, digital, WAGJAG. This would apply to all aspects of the incentive plan.

Quotas will be established by the Ad Manager. Quarterly and annual quotas will use last year's sales plus an amount to be determined by the Ad Manager.

This incentive plan will not form part of the collective agreement and is subject to change at management's discretion.

Yours truly,



Anne Williston
Vice President, Human Resources
Metroland Media Group Ltd.