

**COLLECTIVE AGREEMENT**  
**THE DAILY OBSERVER**  
**A Division of Sun Media**  
**AND**  
**THE COMMUNICATIONS, ENERGY, AND PAPERWORKERS**  
**UNION OF CANADA, LOCAL 87-M-45.4 (Mailroom)**

**ARTICLE 1- PREAMBLE**

This Agreement made and entered into this **27<sup>nd</sup> day of July, 2011** between The Daily Observer, A Division of Sun Media, through its authorized representative, hereinafter referred to as the "Publisher" and The Communications, Energy and Paperworkers Union of Canada, Local 87-M-45.4, hereinafter referred to as the "Union".

The purpose of this Agreement is to facilitate collective bargaining between the Publisher and the Union; to encourage cooperative and expeditious resolutions of workplace issues; and to facilitate the efficient production of the newspaper.

Irrespective of the date upon which this agreement comes into effect, its terms will be implemented effective on the date of ratification, unless mutually agreed otherwise.

**ARTICLE 2 - DURATION AND COVENANT**

Witnesseth - That this agreement is in effect from and after **March 31, 2011** and ending **June 11, 2012**; and thereafter until a new agreement is affected.

The parties agree that there shall be no strike, slowdowns, stoppages of work, or lockout while this agreement is in force in accordance with the Labour Relations Act of Ontario.

**ARTICLE 3 - DEFINITIONS**

The following definitions shall apply to all clauses in the collective agreement unless mutually agreed otherwise:

[a] Regular Employees

- have completed their probationary period.
- maintain continuous employment.
- regularly work in excess of 24 hours per week.
- this shall not be taken to mean that employees are guaranteed payment of hours not worked in the week, unless pay for time-not-worked is required elsewhere in this contract.

[b] Part-Time Employees

- have completed their probationary period.
- maintain continuous employment.
- regularly work 24 hours or less per week, but may work in excess of 24 hours from time to time.
- this shall not be taken to mean that employees are guaranteed payment of hours not worked in the week, unless pay for time-not-worked is required elsewhere in this contract.

[c] Temporary Employees

- replace regular and part-time employees when absent, are employed for special projects, or are employed for transient purposes.
- are employed for no longer than six (6) months unless replacing for extended sick leave, approved leave of absence or unless mutually agreed to by the Publisher and the Union.

[d] Work Week

- excluding weeks in which a statutory holiday(s) falls, the normal work week shall consist of up to forty (40) hours per week within a period of seven calendar days.
- the normal work week in which a statutory holiday(s) falls shall consist of up to forty (40) hours per week within a period of seven calendar days, less the hours paid but not worked.

[e] Benefits

- benefits referred to in this collective agreement are life insurance, major medical, dental, hospital, long term disability.

[f] Day

- unless otherwise specified in this collective agreement, all references to days shall be working days, excluding statutory holidays.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

The Union recognizes that, subject to the terms of the Collective Agreement, it is the exclusive right of the Publisher to manage its enterprise and, without restricting the generality of the foregoing, to plan, direct and control its operations, facilities, systems and procedures, to maintain order, discipline and efficiency, to hire, retire, assign duties, promote, classify, reclassify, create, combine or eliminate classifications, fill and determine vacancies, layoff, recall, demote, appoint, transfer, discharge, suspend or otherwise discipline for just cause employees who have completed their probationary period, to determine complement and number of employees required, to schedule working hours, to extend, curtail or cease operations, to subcontract, to establish and enforce rules and regulations governing the conduct of the employee. The Publisher agrees that it will not exercise rights in a manner inconsistent with the terms of this Collective 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 agrees to exercise its rights in a reasonable and fair manner.**

#### **ARTICLE 5 - UNION RECOGNITION**

[a] The Publisher recognizes the Union as the sole and exclusive collective bargaining agent for all mailroom employees of The Daily Observer, a Division of Osprey Media Publishing Inc., in the city of Pembroke, save and except supervisor, persons above the rank of supervisor, drivers, sales staff, and persons in bargaining units for whom any trade union held bargaining rights as of March 11, 1999.

[b] The Union agrees to furnish the Publisher with a list of names of employees who have been elected or appointed Union Officers and Stewards authorized to represent the Union, and the Union will keep this list up to date.

[c] It is understood and agreed that the Publisher is the authorized representative of the Company. In the absence of the Publisher, the Office Manager is the authorized representative unless otherwise specified in writing by the Publisher.

[d] Stewards, members of committees and Union Officers will be required to perform their regular duties and will not leave or otherwise interrupt their regular duties to attend to Union business without first obtaining the permission of the supervisor or his/her designated representative. Permission to attend to legitimate Union business will not be unreasonably withheld. When a Steward leaves or otherwise interrupts his/her regular duties to attend to Union business, he/she shall be paid for time worked up to the point of leaving or otherwise interrupting his/her regular duties to attend to Union business, unless the Steward is attending a Company/Union meeting regarding issues of contract administration in which case there shall be no loss of regular pay.

[e] In the event the Employer creates a new position or enlarges an existing position, the parties shall discuss the issue of inclusion or exclusion from the bargaining unit. If the parties cannot agree as to the issue of inclusion or exclusion from the bargaining unit, the issue will be referred to the Ontario Labour Relations Board for "determination of employee status".

#### **(f) Restrictions on Performing Bargaining Unit Work**

**The Employer shall not assign bargaining unit work to any employee outside the Bargaining Unit except to the extent that has been previously assigned as of January 1, 2009.**

**(g) The Employer agrees to provide the required space to accommodate meetings between Union officer and or stewards and members, including Union elections, subject to availability of space and operational requirements.**

## **ARTICLE 6 - UNION MEMBERSHIP**

All new employees hired after the effective date of this Agreement shall authorize the Publisher to deduct from their wages the regular monthly union dues. Upon completion of their probationary period, employees shall be required, as a condition of employment, to become members of the Union and to remain members in good standing during the term of this Agreement.

## **ARTICLE 7 - DUES CHECK-OFF**

The Publisher agrees to deduct from the earnings of each employee in the bargaining unit, whether or not the employee is a member of the Union, and pay any dues or assessments, as specified by the Union. Such dues shall be deducted in accordance with a written schedule furnished by the Union to the Publisher at least one month prior to its intended implementation. The schedule shall be used by the Publisher in calculating dues and assessments until the Union gives written notice of amendment. Such amendment shall be furnished by the Union to the Publisher at least one month prior to its intended implementation.

Deductions shall be made from each pay and remitted to the Union monthly. The Union agrees to indemnify and save the Publisher harmless against all claims or other forms of liability resulting from deductions made or payments made in accordance with this Article.

**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.**

### **Special Assessments**

**The Employer agrees to deduct general assessments as required by CEP, Local 87-M, Southern Ontario Newsmedia Guild and to remit the total of individual deductions by cheque to the Treasurer of the Union before the end of the month following the month in which the deductions are made. As with the remittance of regular union dues provided for in Article 7, the Employer shall, when remitting assessments, give the names of the employees from whose pay deductions have been made.**

### **CEP Humanity Fund**

**a) The Employer shall in each pay period, deduct \$0.01 per hour for all regular hours worked from the wages of employees covered by this Collective Agreement.**

**b) The monies so deducted shall be remitted to the charitable foundation known as the CEP Humanity Fund no later than the 15th day of the month following the**

**month in which the 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 CEP Humanity Fund shall be recorded on the employee's T4 Form.**

### **ARTICLE 8 - INFORMATION**

The Publisher shall within thirty (30) calendar days of the ratification of this Agreement, and every six (6) months thereafter, supply the Union with a list containing the following information for all employees covered by this Agreement:

- [a] Name
- [b] Date of Hiring
- [c] Classification
- [d] Wage Rate

### **ARTICLE 9 - GRIEVANCE AND ARBITRATION**

[a] A grievance is defined for the purposes of this Article as an expressed difference or dispute between an employee and the Publisher, or the Union and the Publisher regarding the interpretation, application, administration or alleged violation of this Agreement. It is the mutual desire of the parties hereto that such grievances be adjusted and settled as quickly as possible without stoppage of work.

Within ten (10) working days of the occurrence of or the date that the employee could have reasonably known of the occurrence or origination of the circumstances giving rise to the grievance, the employee shall take the matter to the immediate supervisor in the department concerned in order to achieve a mutually satisfactory resolution. Such employee may ask a union representative to accompany him/her when taking the matter to the immediate supervisor, in which case the immediate supervisor may have another member of management attend the meeting. If a satisfactory resolution is not reached within two (2) working days or within such longer period which may be mutually agreed upon, the grievance shall be taken up in the following manner and sequence provided it is presented within five (5) working days of the immediate supervisor's reply to the employee.

### **STEP 1**

The Union Representative shall make a written presentation to the immediate supervisor setting forth the name[s] of the grievor[s], the date[s] the incident[s] occurred, the nature of the grievance, the Article[s] of the collective agreement alleged to have been violated and the relief sought. A meeting shall be held between the parties within five (5) days of receipt of the written presentation to discuss the grievance. The Publisher shall give the Union Representative a decision in writing within two (2) working days following the meeting.

### **STEP 2**

Failing settlement of the grievance, the Union shall, within five (5) working days of receiving the reply of the Publisher refer the matter in writing to Step 2 of the grievance procedure.

At Step 2 of the grievance procedure, a meeting shall take place between the Local Union Representative and the Employer Representative.

The Employer shall reply in writing within ten days of the meeting.

### **STEP 3**

Should Step 2 of the grievance procedure fail to resolve the grievance, the grievance may be referred to a meeting between the Publisher and the National Union Representative. Such meeting shall be set up within five (5) days of the referral and such meeting shall occur at the earliest possible date but no later than (21) days after the referral [such time may be extended by mutual agreement]. If the grievance cannot be settled at this meeting, the Union may then refer the grievance to arbitration, in accordance with the terms and conditions of the Labour Relations Act of Ontario, within a further thirty (30) calendar days of completion of the steps outlined in this Article. The results of such arbitration shall be final and binding on both parties. In any grievance, the parties may by mutual written consent omit the referral to Step 2 or the meeting with the National Representative and refer the matter directly to arbitration.

[b] The parties agree, in the interest of cost-containment, that a single arbitrator constitutes a Board of Arbitration. Unless mutually agreed otherwise, the parties will use a single arbitrator when it becomes necessary to resolve a grievance through arbitration. The parties shall each share equally the cost of the services of the arbitrator, who shall be chosen on mutual agreement of the parties. The decision of the arbitrator shall be final and binding on the Union and the Publisher.

[c] The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement; nor to deal with any matter not covered by this Agreement nor to alter, modify or amend any part of this Agreement.

[d] Time limits set out in this Article are mandatory. Failure to comply with the time limits set out in this Article shall result in the grievance being deemed to be withdrawn and abandoned. Any grievance shall be deemed to have been withdrawn and abandoned

if the grievance is not advanced through the grievance procedure in accordance with the time limits outlined in this Article. Time limits shall be extended only by mutual consent of the parties in writing.

[e] Employees shall have the right to have a shop steward present at any disciplinary meeting in which the employee is to be given a verbal or written warning, or a notice of suspension or letter of discharge. A copy of any written warning or notice of suspension or letter of discharge shall be given to the employee and the Union. A written warning or notice of suspension or letter of discharge shall include the reason[s] for such discipline and shall be issued within five (5) days of the warning, suspension or discharge.

Notwithstanding the above, an employee may request the presence of a Union Representative at any meeting with management.

[f] It is agreed that the Company will not discipline or discharge an employee except for just cause. Step 1 of the Grievance Procedure may be omitted on mutual agreement in the case of discharge for just cause.

[g] A policy grievance shall proceed directly to Step 2 of the grievance procedure. A grievance by management shall be advanced in accordance with Article 9 [a - e] above, but shall proceed directly to Step 2 of the grievance procedure.

## **ARTICLE 10 - SENIORITY**

[a] Seniority shall mean length of continuous employment with the Publisher.

[b] Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following circumstances:

- resignation
- retirement
- discharge for just cause without reinstatement through the grievance or arbitration procedure
- lay off for a period exceeding the period during which an employee has recall rights under the collective agreement
- absence from work for more than three [3] working days without providing a reasonable explanation which is substantiated
- absence from work beyond authorized leave or vacation without providing a reasonable explanation which is substantiated
- fails to report for work within seven [7] days after notification of recall to work following a layoff.

[c] An employee will be considered on probation until he/she has completed 360 work hours, or twelve (12) calendar months, whichever comes first. The probationary period may be extended by another 360 work hours by mutual agreement between the parties. A

probationary employee shall be deemed to have no seniority. Upon successful completion of the probationary period an employee shall be deemed to have seniority from the date of his/her hiring.

[d] A probationary employee laid off before completion of the probationary period and subsequently rehired within six (6) months from the date of his/her original hiring shall be given credit for the number of hours worked previously towards completion of his/her probationary period.

[e] The Publisher may dismiss a probationary employee for any reason, in its sole discretion, provided it does not act in bad faith and this shall constitute the lesser standard to be applied for the purpose of any hearing into the dismissal of a probationary employee.

[f] If a reduction in workforce is necessary, temporary and probationary employees in the affected group, as defined in Article 17[b] - Layoff Procedure, shall be laid off first.

#### **ARTICLE 11 - PART-TIME EMPLOYEES / TEMPORARY EMPLOYEES**

[a] Part-time employees are included in all provisions of this agreement, except Article 14 - Benefits and Article 16 - Statutory Holidays. In addition, Article 18 [a] - Leave of Absence shall not apply for the purposes of the affected part-time employee who is ill or injured advancing on the wage grid.

Part-time employees shall be eligible for statutory holiday pay in accordance with the formula in the Employment Standards Act and vacation pay in accordance with Article 15 [h] and [i].

[b] Part-time employees shall have first opportunity to replace a regular employee who is on a temporary leave of absence. When a part-time employee replaces a regular employee on a temporary leave of absence, they shall continue to be covered by the provisions of this article.

Seniority for part-time employees shall be prorated based on a forty (40) hour work week if they become a regular employee, and are not replacing for temporary leaves of absence.

[c] Temporary employees are included in all provisions of this agreement, except Article 14 - Benefits, Article 15 - Vacation, Article 16 - Statutory Holidays, Article 17 - Layoff Procedure, Article 18 [a & b] - Leave of Absence and Article 19[a] - Expenses.

Temporary employees shall be eligible for statutory holiday pay and vacation pay in accordance with the formula in the Employment Standards Act.

[d] A temporary employee will not be hired where it would result in the layoff of a regular or part-time employee.



**ARTICLE 12 - WAGES**

[a] Employees shall advance along the following hourly wage scale according to hours worked within the classification held:

**Inserters**

|               | <b>Current</b> | <b>July 27, 2011</b> | <b>March 31, 2012</b> |
|---------------|----------------|----------------------|-----------------------|
| <b>Start</b>  | <b>\$11.60</b> | <b>\$11.60</b>       | <b>\$11.77</b>        |
| <b>Year 1</b> | <b>\$12.15</b> | <b>\$12.15</b>       | <b>\$12.33</b>        |
| <b>Year 2</b> | <b>\$12.75</b> | <b>\$12.75</b>       | <b>\$12.94</b>        |
| <b>Year 3</b> | <b>NA</b>      | <b>\$13.75</b>       | <b>\$13.96</b>        |

**Increase all rates by 0% effective March 31, 2011 and by 1.5% on March 31, 2012 Effective July 27, 2011 add year 3 rate of \$13.75.**

[b] The Employer will notify the Union of any new job classification it establishes in the bargaining unit. If the rate of pay for the new classification is challenged by the Union, the parties shall meet and endeavour to resolve the issue. Any change agreed to shall be retro-active to the date the employee began work in the new job classification.

**ARTICLE 13 - HOURS OF WORK AND OVERTIME**

[a] The standard work schedule for regular and part-time employees shall consist of a minimum of a three (3) hour shift. This shall not apply if the regular or part-time employee is scheduled to work less than three (3) hours a day between the hours of 6:00 a.m. and midnight.

Regular and part-time employees “called in” outside of the schedule, shall be called in order of seniority, for a minimum of three (3) hours.

[b] Work schedules shall be arranged by seniority and posted by the Employer on Wednesday by 2:00 p.m. (or as mutually agreed otherwise) for the immediately following Thursday to Wednesday period. Such schedule may be changed at any time by the Employer to meet the requirements of the operation. Prior notice of such changes will be given when possible. The hours posted by the Employer for efficient and scheduled production shall prevail.

[c] Where an employee is authorized by the Publisher to work in excess of forty (40) hours/week, the employee shall be paid for each hour worked in excess of forty (40) hours/week at an amount equal to one and one-half times the regular rate of the employee.

Employees may have scheduled daily shifts in excess of (8) hours per day (but not more than twelve (12) consecutive hours per shift), provided that the normal work week of forty (40) hours in a five day period is maintained.

[d] No regular or part-time employee shall be paid for less than their scheduled hours when beginning work at his or her scheduled reporting time, except when discharged for just cause or excused at the employee's own request.

[e] An employee who is scheduled for a shift of eight (8) hours, shall be entitled to paid breaks totalling thirty (30) minutes, and an unpaid lunch period of at least thirty minutes - not to exceed one hour. An employee who is scheduled for a shift of ten (10) hours or more shall be entitled to an additional paid break, or breaks, totalling fifteen (15) minutes.

[f] An employee who is scheduled for a shift of less than eight (8) hours but more than three (3) hours, shall be entitled to a paid break, or breaks, totalling fifteen (15) minutes for each three hours worked. In addition, an employee scheduled to work five or more hours shall be entitled to an unpaid lunch period of thirty (30) minutes.

[g] An employee shall receive eleven (11) consecutive hours free from work each day in accordance with the applicable provisions of the Employment Standards Act of Ontario.

#### **ARTICLE 14 - BENEFITS**

**(a) The new FlexMedia benefit plan for all full-time employees of Sun Media will be applicable to all full-time employees covered by this collective agreement and these employees will participate in such plan, effective three months after ratification. The prior benefit program shall remain in place until Flex Media is implemented. The terms and conditions of the new benefits plan, including coverage of benefits, shall be no less than those described and disclosed to the union during negotiations.**

**The parties agree to cost protection as described in the memo from Chris Krygiel to Howard Law dated April 29, 2010, with attachments.**

**Part-time employees will continue to be covered under the prior benefit program (as outlined in the collective agreement having an expiry date of March 31, 2011, if they so qualify.**

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

[b] Each of the benefit plans offered by the Publisher shall be subject to the terms and conditions of the insurance agreement with the companies concerned. The benefit plans in effect at date of ratification shall continue for the life of this agreement.

[c] The Publisher's obligations expressed under this Article with respect to the provision of benefits refer to the payment by the Publisher of only premiums necessary to obtain

said benefits. Any disputes regarding entitlement to benefits or the amount of benefits shall be adjusted directly between the employee and the insurer.

**[d] Employees covered by this collective agreement shall be enrolled in The Sun Media Pension Plan for Unionized employees (LFP) effective thirty (30) days from date of ratification.**

## **ARTICLE 15 - VACATION**

[a] Regular employees who have the following seniority as at July 1 shall be entitled to vacation with pay as follows:

|                                |                                      |
|--------------------------------|--------------------------------------|
| Less than one year's seniority | As per the Employment Standards Act. |
| One year's seniority           | 10 days at 4 % of earnings.          |
| Five years seniority           | 15 days at 6 % of earnings.          |
| Eleven years seniority         | 20 days at 8 % of earnings.          |
| Twenty years seniority         | 25 days at 10 % of earnings.         |

Regular employees shall be paid vacation pay that has been accrued to date, when vacation is taken. Vacation pay for any vacation not taken by a regular employee shall be paid out in December of each calendar year.

[b] Regular employees who have been employed by the Publisher for less than one year shall be entitled to one day's vacation for each 26 days worked.

[c] Unless otherwise specified in the collective agreement, or legislatively required, time spent away from the workforce which is not wholly paid for by the Publisher shall not be used to accumulate or receive any entitlements under the collective agreement including, but not limited to, vacation. In such cases, regular employees shall be entitled to one day's vacation for each 26 days worked.

[d] All vacations shall be taken within the calendar year. There shall be no carryover of vacation entitlements from one year to the next except with the approval of the Publisher.

[e] The time of year that each regular employee shall take vacation shall be arranged between the Company and the employee. A weekly vacation schedule shall be posted in early January of each year, and regular employees will indicate their preferences on the schedule by March 1<sup>st</sup>. Should employees not indicate their preferences by March 1<sup>st</sup>, they shall forfeit any rights that their seniority may have entitled them to for selection purposes. Efforts will be made to accede to an employee's wishes, provided it does not interfere with the operational and scheduling requirements of the Company. In the event of conflicting applications, seniority within the classification shall apply, provided first choice of vacation selection from June 15 to September 15, over Christmas and over March break shall be limited to two weeks (consecutive if requested) until all regular employees have had an opportunity for vacation during this period of time.

[f] When a statutory holiday occurs during a vacation period an additional day off shall be granted within a reasonable time from the date of such holiday.

[g] On mutual agreement between the Publisher and the employee, vacation may be taken in daily increments.

[h] Part-time employees shall be entitled to vacation pay and leave (if requested) as follows:

|                              |   |
|------------------------------|---|
| Up to five years seniority   | As per the Employment Standards Act.                            |
| Five years seniority or more | 6 % of earnings; and up to three (3) weeks leave, if requested. |

It is understood that granting of requested vacation leave is subject to the operational and scheduling needs of the Employer.

[i] Vacation pay earned by part-time employees shall be paid in December (for the period June 1<sup>st</sup> to November 30<sup>th</sup> immediately preceding) and June (for the period of December 1<sup>st</sup> to May 31<sup>st</sup> immediately preceding) of each calendar year.

## **ARTICLE 16 - STATUTORY HOLIDAYS**

[a] The following shall be considered statutory holidays under the collective agreement: Christmas Day, New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Boxing Day, Civic Holiday, Family Day or any other holiday[s] provided for under the Employment Standards Act of Ontario.

[b] A regular employee who would have otherwise worked but received a day off in celebration of a statutory holiday shall be paid his/her regular straight time wages, provided the employee does not absent himself/herself from work without proper leave the work day before or after the statutory holiday, except where the employee has been absent from work due to illness, which is substantiated.

[c] An employee required to work on a statutory holiday shall be paid one and one-half (1 ½) times the employee's regular hourly rate for all hours worked on the statutory holiday, in addition to receiving statutory holiday pay in accordance with the Employment Standards Act of Ontario.

[d] It is understood and agreed that for the night shift, the statutory holiday, or the day celebrated as such, will be celebrated the evening or night prior to said holidays or days celebrated as such.

## **ARTICLE 17 - LAYOFF PROCEDURE**

[a] In the event of layoff, employees shall receive notice of layoff or pay in lieu of notice as required by the Employment Standards Act. The union will be informed if employees receive notice of layoff.

[b] In the event of layoff, the following procedure shall apply: Within each department, employees shall first be grouped according to their status, and then according to their classification. Within each of those groups, layoffs, if any, shall be in inverse order of seniority, provided those remaining have the immediate qualifications, which includes skill, ability, knowledge, training and experience, to perform the work required within two weeks of bumping into the position.

**It is understood that, in the application of the above, temporary and then part-time employees shall be laid off before regular full-time employees.**

[c] Each employee laid off, other than a probationary employee or temporary employee, shall be placed on a rehiring list for twelve (12) months from date of layoff, during which time he/she shall have recall rights as outlined in [d]-[g] below.

[d] Should a vacancy occur, the following recall procedures shall apply:

The Publisher shall fill each vacancy in the bargaining unit with a qualified person from the rehiring list, in the reverse order that the layoff occurred; and further provided he/she is willing and has the immediate qualifications (which includes skill, ability, knowledge, training and experience) for the position.

[e] To recall an employee, the Publisher shall send a written notice of recall by registered mail to the employee's last address on record with the Publisher. It shall be the responsibility of the employee to ensure the last address on record with the Publisher is current and correct. If an employee should fail to do so, the Employer will not be responsible for failure of any notice to reach such employee and all recall rights are deemed to have been waived.

[f] An employee shall be struck from the rehiring list and shall be deemed to have resigned if:

- the employee fails to return to work within 7 calendar days when offered a position.
- the employee refuses to return to work within 7 calendar days when offered a position.
- the employee's recall letter is returned because he/she failed to file a correct address with the Publisher.

[g] While complying with the requirements of [d] to [f] above, a vacancy may be filled, at the discretion of the Publisher, with a temporary employee.

[h] Temporary lay-offs resulting from unexpected problems, equipment or power failures may be made without regard to seniority provided however that every reasonable effort will be made by the Publisher to provide work for employees in their classification.

[i] Severance pay for any permanent lay off shall be at the rate of one (1) week's wages for each **eight (8) months'** continuous service or a major fraction thereof, with a maximum of **twenty-eight (28) weeks'** severance pay, shall be paid to employees.

## **ARTICLE 18 - LEAVE OF ABSENCE**

[a] An employee who is unable to work due to illness or injury may receive leave of absence without pay. If an employee is hired to replace the employee on such leave of absence, he/she will be deemed to be a temporary employee. An employee on such leave of absence will accumulate seniority, for a period of up to one calendar year, as if he/she had been working his/her regular schedule. Inability to work due to illness or injury must be substantiated.

[b] Upon return to work of an employee who has been on an authorized leave of absence because he/she is unable to work due to illness or injury, he/she will return to his/her former position, if the position still exists and if he/she is capable of performing the work (with accommodation to the point of undue hardship); otherwise he/she will be offered any other vacant position[s] if he/she is capable of performing the work (with accommodation to the point of undue hardship). If the employee is unable to perform the work of his/her former position or any vacant position[s], and accommodation to the point of undue hardship is not possible, the parties will explore and attempt to agree upon alternative accommodation on a case-by-case basis.

By mutual agreement between the parties, provisions of this collective agreement may be amended or waived to meet the requirements of the duty to accommodate.

[c] Employees who have a death in the immediate family, upon notification to the Publisher, shall be allowed time off without loss of regular pay (scheduled hours) of five (5) days to attend the funeral. Immediate family will consist of the employee's spouse (including common-law or same-sex partner) and children.

Employees shall be allowed time off without loss of regular pay (scheduled hours) of three (3) days to attend the funeral in the event of the death of the employee's father, mother, sister or brother and the employee shall be reimbursed at his/her regular straight time rate of pay.

Employees shall be allowed time off without loss of regular pay (scheduled hours) of two (2) days to attend the funeral in the event of the death of the employee's brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents or grandchildren and the employee shall be reimbursed at his/her regular straight time rate of pay.

If conditions warrant it, other arrangements may be made by mutual agreement.

Bereavement leave shall not be paid for employees on scheduled days off, vacation, or leaves of absence.

[d] An employee called in civil or criminal court as a juror or subpoenaed crown witness will be granted leave of absence and shall receive the difference between court rate and the amount of straight time earnings lost by reason of such service.

[e] Unless otherwise specified in the collective agreement, or legislatively required, employees who are away from the workforce on leave of absence shall not accumulate or receive any entitlements under the collective agreement including, but not limited to, seniority, compensation, vacation, statutory holidays, benefits or any other entitlement under the contract.

[f] A leave of absence without pay, but without loss of seniority, shall be granted to one (1) employee who is a member of the Union's negotiating committee for any days spent negotiating with the Employer for a renewal of the collective agreement. The Unit Chairperson shall be entitled to be part of the negotiating committee under the same conditions. The Employer agrees to provide a copy of the collective agreement to each employee covered by this collective agreement.

[g] A leave of absence without pay, but without loss of benefits or seniority, of up to five (5) days per calendar year shall be granted for union business to employees covered by this collective agreement. This leave shall be subject to the operational requirements of the business as determined by the Employer, but shall not be unreasonably denied.

**A leave of absence without pay, but without loss of benefits or seniority, up to a maximum of twenty-five (25) days per calendar year shall be granted to the unit chair for union business, provided ten (10) working days advance written notice is given to the Publisher. This leave shall be subject to the operational requirements of the business as determined by the Employer, but shall not be unreasonably denied. It is agreed that the parties will meet to discuss reimbursement by the Union for any additional cost incurred by the Employer as a result thereof. It is understood that the above twenty-five (25) days is for all bargaining units at The Daily Observer, and not per bargaining unit.**

[h] Maternity and parental leave will be in accordance with the Employment Standards Act of Ontario, 2000.

## **ARTICLE 19 - EXPENSES**

[a] Regular employees who are required by the Publisher to wear safety boots shall be reimbursed up to \$110 every year; and part-time employees, who are required, every two (2) years. Such payments shall be made to those employees who have provided appropriate receipts to the Publisher.

Effective January 1, 2009, the safety boot allowance will increase to up to \$120.

[b] New employees shall be reimbursed 50 % for their safety boots, up to a maximum of \$55, upon hiring, and shall be reimbursed the remaining 50 % upon completion of their probationary period.

Effective January 1, 2009, the above will increase to up to a maximum of \$60.

[c] The Employer shall provide annually to each regular employee, upon completion of their probationary period, and who so desires, a protective apron.  
The Employer shall provide to each part-time employee, upon completion of their probationary period, and who so desires, a protective apron every two years.

#### **ARTICLE 20 - OUTSIDE ACTIVITIES**

An employee shall be free to engage in any activities outside of working hours provided such activities are not in competition with the Employer, do not result in any conflict of interest and do not exploit the employee's connection with the Employer.

#### **ARTICLE 21 - DISCRIMINATION / HARASSMENT**

The Employer and the Union agree that no employee will be subject to discrimination or harassment because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or handicap contrary to the provisions of the Ontario Human Rights Code, nor will any employee be discriminated against for Union activity or lack of Union activity.

#### **ARTICLE 22 - HEALTH AND SAFETY**

The Employer agrees to furnish a clean, safe and healthy, properly ventilated and lighted environment for the performance of all work.

A joint Health and Safety Committee will continue to operate in accordance with the Occupational Health and Safety Act. A committee member representing employees covered by the bargaining unit shall be selected by the Union. The duties and responsibilities of the committee are set out in the legislation.

#### **ARTICLE 23 - PUBLISHING DAYS**

The sole right of the Employer to determine the specific days on which publication shall be maintained, the number of editions to be published and when other work shall be performed shall not be open to question and the Employer shall be the judge of the number of employees required in any capacity.

#### **ARTICLE 24 - EMPLOYMENT STANDARDS**

It is recognized and agreed that this collective agreement provides a greater right or benefit, whether viewed in the aggregate or on a benefit-by-benefit basis, than the Employment Standards legislation of Ontario.



**ARTICLE 25 – TECHNOLOGICAL CHANGE**

[a] The Employer agrees to notify the Union in writing not less than **thirty (30)** days in advance in the event of a reduction in staff due to the introduction of new equipment, or new work process, which will involve functions which have been done by employees covered by this agreement. This notice shall state the nature of the technological change, the date on which the Company proposes to effect the technological change, and the approximate number and classifications of employees likely to be affected by the technological change or reorganization.

The Employer agrees to consider alternatives to job loss, which may result from technological change, that are put forth by the Union.

[b] The Employer will notify the Union of any new job classification it may establish in the bargaining unit, as a direct result of technological change. If the rate of pay for the new classification is challenged by the Union the parties shall meet and endeavour to resolve the issue of an appropriate rate based on the skill, ability, knowledge and responsibilities involved in the position. Should the parties be unable to agree on an appropriate rate, or on other issues directly related to the technological change, the equipment will be operated in accordance with the directions of the Employer and the matter resolved by arbitration.

**ARTICLE 26 - RENEWAL**

If, prior to the termination of this Agreement, either party hereto wishes to propose an amendment to this Agreement and a new agreement to take the place of this one upon its expiration date, it shall notify the other party in writing within ninety (90) calendar days prior to its expiration date. If notice is not given by one of the parties, as above described, it shall be construed as an automatic renewal of this Agreement for one year and the Agreement shall thereafter be automatically renewed for one year until opened for negotiations by the procedure above mentioned.

In witness hereof the parties have hereunto affixed their seals under the hands of their officers, duly authorized in that behalf, at the city of Pembroke on the **27th day of July, 2011.**

**For the Publisher**

**For the Union**

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### **Letter of Understanding**

It is understood by the parties that mailroom employees are hired to do inserting work and other mailroom functions at the newspaper. As a general rule, they will not be required to do maintenance work (except maintenance functions associated with the mailroom) or other odd jobs during their shifts.

This does not preclude mailroom employees from agreeing to perform minor maintenance or other odd jobs from time to time; nor does it preclude the Publisher from offering casual work to mailroom employees outside their mailroom shifts.

### **Letter of Understanding - Pension Eligibility**

The Company agrees to inform employees in the bargaining unit on an annual basis if they are eligible to join the Company pension plan.

### **Letter of Understanding - Post Age 65 Employment**

**Notwithstanding Article 3(c), or any other Articles of this agreement, the parties agree that in the event that a full-time employee continues to work past the age of sixty-five (65), the following will apply for the duration of this collective agreement.**

**The employee shall continue to be covered under the FlexMedia plan referred to in Article 16 under the terms of that plan, except he/she shall not be eligible for Long Term Disability coverage.**

### **Letter of Understanding - Split Shifts**

During the 2008 negotiations, the issue of working split shifts in the mailroom was discussed at length. Operational requirements may continue to require the scheduling of split shifts, but the company commits to taking the steps necessary to minimize their occurrence.

When the workload may require the use of split shifts, the Employer representative responsible for scheduling shall provide a draft copy of the schedule by Wednesday at 10:00 a.m. to the unit chair (or the designated mailroom employee), so that options may be explored that might avoid the use of split shifts. The unit chair will advise the Employer the name of the designated mailroom employee.

### **Letter of Understanding - Unit Chair**

A leave of absence without pay, but without loss of benefits or seniority, up to a maximum of twenty-five (25) days per calendar year shall be granted to the unit chair for union business, provided ten (10) working days advance written notice is given to the

Publisher. This leave shall be subject to the operational requirements of the business as determined by the Employer, but shall not be unreasonably denied. It is agreed that the parties will meet to discuss reimbursement by the Union for any additional cost incurred by the Employer as a result thereof.

**Letter of Understanding - Personal Lockers**

The Employer commits to working with the union over the next three (3) months to determine the most cost effective way for the Employer to purchase personal lockers. The mailroom employees will provide their own locks.

**Letter of Understanding - STD / CASUAL ABSENTEEISM**

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

**Those employees who are compensated by a variable compensation plan will have any STD payment based on the Benefit Base, which is the prior calendar year’s total earnings.**

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

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

- 1) the employee has an excessive record of absenteeism; or**
- 2) the employee exhibits a pattern of absences; or**
- 3) the employer has reasonable grounds to suspect that the illness was not legitimate; in which case the employee may be required by the Employer to provide a doctor’s note.**

**Appendix “A” [ @ December 22, 2008 ]**

**Seniority List**

**Regular Employees**

Gloria Dargus

October 1, 1984

**Part-Time Employees**

Scott Jones

April 30, 2002