

COLLECTIVE AGREEMENT

BETWEEN



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

AND

**THE SARNIA OBSERVER/DRESDEN
PAGINATION CENTRE**

MAY 1, 2010 – APRIL 30, 2012

TABLE OF CONTENT

LOCAL 87-M HISTORY	6
ARTICLE 1 – RECOGNITION	12
<i>Gender References</i>	12
ARTICLE 2 - DUES DEDUCTION	12
<i>Union Membership Required</i>	12
<i>Payment of Regular Union Dues</i>	13
<i>Union Dues – Special Assessments</i>	13
<i>Information for New Employees</i>	13
<i>CEP Humanity Fund</i>	14
ARTICLE 3 - UNION REPRESENTATION	14
<i>Union Stewards and Officers</i>	14
<i>Bargaining Team</i>	15
<i>Union Communications</i>	15
<i>Union-Management Committee</i>	15
<i>Workplace Voting</i>	15
ARTICLE 4 - MANAGEMENT RIGHTS	16
<i>Management’s Reserved Rights</i>	16
<i>Restrictions on Performing Bargaining Unit Work</i>	16
ARTICLE 5 - NO STRIKE, NO LOCKOUT	17
ARTICLE 6 - GRIEVANCE PROCEDURE	17
<i>Complaints and Grievances</i>	17
STEP 1	16
STEP 2	16
<i>Binding Arbitration of Disputes</i>	18
<i>Employer Grievance</i>	19
<i>Policy Grievance</i>	19
<i>Dismissal Grievance</i>	19
<i>Group Grievance</i>	20
<i>Definitions</i>	20
ARTICLE 7 - SENIORITY & LAYOFF PROCEDURES	20
<i>Seniority Defined</i>	20
<i>Previous Part-Time Service</i>	20
<i>Previous Temporary Service</i>	21
<i>Loss of Seniority</i>	21

ARTICLE 8 - LEAVES OF ABSENCE	23
<i>Personal Leave</i>	<i>23</i>
<i>Union Leave</i>	<i>23</i>
<i>Full-Time Union Officers</i>	<i>23</i>
<i>Effect on Seniority</i>	<i>24</i>
 ARTICLE 9 – BEREAVEMENT LEAVE.....	 24
 ARTICLE 10 – JURY AND WITNESS	 25
 ARTICLE 11 - PREGNANCY AND PARENTAL LEAVE.....	 25
<i>Leave Granted.....</i>	<i>25</i>
 ARTICLE 12 - HEALTH AND SAFETY	 25
<i>Health and Safety Committee</i>	<i>25</i>
 ARTICLE 13 - INFORMATION.....	 26
<i>Annual Information for Union.....</i>	<i>26</i>
<i>Information Regarding New Hires</i>	<i>26</i>
<i>Information: Updates & Changes.....</i>	<i>26</i>
 ARTICLE 14 - HOURS OF WORK.....	 26
<i>Hours of Work</i>	<i>26</i>
<i>Schedules</i>	<i>26</i>
<i>Work on Day Off.....</i>	<i>27</i>
<i>Call Back.....</i>	<i>27</i>
<i>Consecutive Days Off.....</i>	<i>27</i>
<i>Overtime</i>	<i>27</i>
<i>Compensating Time Off</i>	<i>27</i>
<i>Overtime Assignments.....</i>	<i>28</i>
<i>Splits Shifts</i>	<i>28</i>
<i>Intervals Between Shifts</i>	<i>28</i>
<i>Schedules – Long Weekends</i>	<i>28</i>
 ARTICLE 15 – JOB VACANCIES, PROMOTIONS, AND TRANSFERS	 28
<i>Posting of Job Vacancies</i>	<i>28</i>
<i>Job Opportunities</i>	<i>29</i>
<i>Beats</i>	<i>29</i>
<i>Job Differential/Placement on Wage Grid</i>	<i>29</i>
<i>Return from Illness or Injury.....</i>	<i>29</i>
 ARTICLE 16 – DISCIPLINE AND DISCHARGE.....	 29
<i>Just Cause.....</i>	<i>29</i>
<i>Probationary Employees.....</i>	<i>30</i>

<i>Human Rights</i>	30
<i>Union Activity</i>	30
<i>Personnel Files</i>	30
<i>Disciplinary Interviews</i>	31
<i>Notice of Discipline</i>	31
<i>Copy to the Union</i>	31
<i>Removal of Discipline</i>	31
ARTICLE 17 – VACATION	32
ARTICLE 18 – PAID HOLIDAYS	33
<i>Paid Holidays</i>	33
<i>Premium Pay for Working on a Paid Holiday</i>	34
<i>Part-Time Employees – Holiday Pay</i>	34
<i>If Holiday Falls Upon A Day Off</i>	34
ARTICLE 19 – BENEFITS & PENSION	34
<i>Benefits</i>	34
<u>Part Time Employees</u>	<u>33</u>
<u>Short Term Disability</u>	<u>33</u>
<i>Pension</i>	35
ARTICLE 20 - SEVERANCE PAY	35
ARTICLE 21 – WORK RELATED EXPENSES	36
<i>Authorized Expenses</i>	36
<i>Kilometre Rates</i>	36
ARTICLE 22 – PROFESSIONAL & EDITORIAL ISSUES	36
<i>Liability</i>	36
<i>By-Lines</i>	37
<i>Corrections, Apologies & Letters-to-the-Editor</i>	37
<i>Disclosure of Sources</i>	37
<i>Unauthorized Use of Work</i>	37
<i>QMI Agency / Re-use of Material</i>	37
ARTICLE 23 – PART TIME & TEMPORARY EMPLOYEES	38
<i>Definition of Part Time Employment</i>	38
<i>Temporary Employees</i>	38
<i>Progression on Wage Grid</i>	38
<i>Seniority</i>	38
ARTICLE 24 – WAGES	38
<i>Experience Rating Upon Hire</i>	38

<i>Job Classifications</i>	39
ARTICLE 25 – TERM OF CONTRACT	39
LETTER OF AGREEMENT RE: ARTICLE 1401	40
LETTER OF AGREEMENT RE: ARTICLE 1504	40
LETTER OF AGREEMENT RE: TRAINING	40

LOCAL 87-M HISTORY

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

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

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

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

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

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

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

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

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

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

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

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

was selected by the Toronto School Board. Today the local maintains the A.O. Tate scholarship for a journalism student at Ryerson University in Toronto.

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

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

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

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

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

At the bargaining table this new approach saw the Guild's first strike ever at the Toronto Star, in 1983. The 1,500 SONG members were off the job for only four days, including a weekend, but the strike marked a turning point, and companies got the message that they couldn't take the union for granted. Meanwhile at the Globe and Mail, Guild employees took their first ever strike vote in 1982, also marking a new era in relations

with the company. Those negotiations ended without a strike, and the Globe unit of SONG still has a strike-free record.

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

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

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

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

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

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

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

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

Despite restrictive labour laws passed by the Conservative government elected in Ontario in 1995, SONG has continued to organize, bringing in employees of ethnic community newspapers at Sing Tao Daily, Share, the Korea Times and the World Journal. In early 2002 a further 350 employees of the London Free Press chose union representation with SONG. Their Quebecor cousins in the Toronto Sun newsroom joined up in early 2003, followed closely by the Local's first broadcasting bargaining units at CHUM's New PL/WI/NX now known as the A Channel and Corus. Soon after pre-press employees at the Toronto Sun and editorial employees at the Ottawa Sun chose SONG. In addition, employees at the Stratford Beacon Herald advertising department and the Simcoe Reformer and the free daily Metro have joined SONG. By 2004, the Local represented media workers in newspapers, magazines, book publishing, television and specialty broadcasting, radio and internet: in recognition of this diversity, we changed the name of our Local to the Southern Ontario News*media* Guild.

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

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

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

ARTICLE 1 – RECOGNITION

101 The Employer recognizes the Communications, Energy and Paperworkers' Union of Canada Local 87-M, Southern Ontario Newsmedia Guild (hereinafter "the Union") as the exclusive bargaining agent as follows:

All employees of the Sun Media Corporation, Osprey Media Publications Inc. or The Observer, at the Employer's Southwest Region Editorial Pagination Centre in the County of Lambton and the Municipality of Chatham Kent, save and except persons excluded pursuant to section 1(3)(b) of *the Labour Relations Act, 1995* and employees covered by a subsisting collective agreement.

and;

The Employer, The Observer, recognizes the Communications, Energy and Paperworkers' Union of Canada Local 87-M, Southern Ontario Newsmedia Guild (hereinafter "the Union") as the exclusive bargaining agent for all editorial employees employed by The Observer in the County of Lambton, save and except Senior News Editor, and those above the rank of Senior News Editor.

Gender References

102 In this collective agreement it is presumed that gender references to male or female employees apply equally to the other sex.

ARTICLE 2 - DUES DEDUCTION

Union Membership Required

2.01 All employees in the bargaining unit who were members of the union on December 15, 2008 or who join thereafter, shall as a condition of continued employment, be required to maintain their membership in good standing in the union in accordance with its constitution and by-laws for the duration of the Agreement.

202 All persons accepting employment in the bargaining unit on or after December 15, 2008 shall become union members within twenty days from the date of commencing employment, and shall, as a condition of employment, remain union members in good standing for the period of this Agreement.

203 The union agrees that it will admit to membership and retain in membership any employee in the bargaining unit, subject to the constitution of the

Communication, Energy and Paperworkers Union of Canada and the by-laws of the CEP, Local 87-M, Southern Ontario Newsmedia Guild.

Payment of Regular Union Dues

- 204 The Employer shall deduct the regular Union dues from each earnings payment to each employee. The amount of regular Union dues to be deducted shall be furnished to the Employer by the Union. The deducted dues shall be remitted to the Union no later than the fifteenth (15th) day of each month following the month in which the deductions are made with a statement showing the names of the employees from whom deductions have been made and the amount deducted. The amount of dues to be deducted may be amended by the Union upon giving the Employer fourteen (14) calendar days written notice. The new deductions will take effect on the pay day in the next week following the expiry of such notice.
- 205 In consideration for the Employer making deductions in accordance with this Article, the Union shall indemnify and save harmless the Employer, including agents and persons acting on its behalf, from any liability, claims or actions in any way connected with the deduction of Union dues.

Union Dues – Special Assessments

- 206 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 clause 2.04, the Employer shall, when remitting assessments, give the names of the employees from whose pay deductions have been made.

Information for New Employees

- 207 The Employer shall advise new employees and employees who are transferred into the bargaining unit that a collective agreement is in effect and of the provisions of the agreement with respect to deduction of Union dues, and also advise such employees of the name of the Union's Unit Chairperson. The Employer shall advise the Union's Unit Chair in writing when an employee is hired or transferred into the bargaining unit.

CEP Humanity Fund

- 208 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 and remit annually.
- b) The monies so deducted shall be remitted to the charitable foundation known as the CEP Humanity Fund on an annual basis. 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 3 - UNION REPRESENTATION

Union Stewards and Officers

- 301 Upon notification in writing by the Union, the Employer will recognize, in addition to the Unit Chair and Vice Chair, up to one (1) steward to service grievances in the manner provided under this Agreement. However except for negotiations, no more than one stewards or officers may be away from their jobs at the same time.
- 302 The Union agrees that stewards and Union Executive Committee members have their regular work to perform on behalf of the Employer, and in recognition of that neither a steward nor an Executive Committee member will leave his regular duties to service a grievance or attend a meeting with the Employer, without first obtaining permission from his or her supervisor, which will not be unreasonably withheld. Stewards and Executive Committee members shall advise their supervisors of the expected length of absence from duties and report to them upon their return to work.
- 303 Stewards and Executive Committee members who do not absent themselves from regular duties unreasonably will not suffer any loss of compensation for

time spent in attending meetings with the Employer (other than contract negotiation meetings) and in servicing grievances up to but not including arbitration.

Bargaining Team

- 304 The Employer shall allow up to two (2) employees, one each from The Observer and the Pagination Centre, time off without pay to attend meetings with the Employer for the purpose of negotiating a renewal of this Collective Agreement. The Employer will also grant the Union bargaining committee reasonable time off to prepare for negotiations, taking into account operational requirements and provided reasonable notice is given. The employer shall maintain the compensation of the employee on leave and the union shall reimburse the employer for the full amount.

Union Communications

- 305 The employer shall provide a bulletin board for the use of the union on company premises in a location that is accessible to all staff. The employer shall permit union representatives to make reasonable use of the employer's e-mail system for the purpose of communicating union business. Employees shall be allowed to make reasonable use of the employer's e-mail system for union communication outside the employee's working hours.

Union-Management Committee

- 306 Union-management meetings for the purpose of discussing matters of mutual concern, excluding grievances, shall be held during working hours when requested by either party provided there is a substantive agenda to discuss. The CEP National Representative or Local 87-M Representative may also attend such meetings.

Workplace Voting

- 307 The employer agrees that the union may hold annual balloting for elected positions in the workplace (covered by article 101) provided there is no disruption to the operation. For clarity, the meeting may be held only after regular business hours and requests must be made two weeks in advance and approved subject to operational requirements.

ARTICLE 4 - MANAGEMENT RIGHTS

Management's Reserved Rights

401 The right to hire, assign duties, 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 agrees to exercise its rights in a reasonable and fair manner.

Restrictions on Performing Bargaining Unit Work

- 402 a) 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 December 15, 2008.
- b) Except under extraordinary circumstances, the employer shall not assign or publish editorial content submitted by independent contractors or volunteers that constitutes a substitution for full-time or part-time bargaining unit positions and/or bargaining unit work. The nature of extraordinary circumstances shall include considerations of enterprise, exclusive access, first person voice, frequency of contribution, proximity, timeliness, specialized knowledge and significant competitive advantage for the newspaper.

It is understood that submissions including photos from citizen journalists must satisfy the criteria of infrequent contribution, plus enterprise or first person voice.

Bargaining unit members will be notified of and considered for any new or renewed freelance assignments.

- c) Notwithstanding the above, the company may assign stories to paid or unpaid students as part of a bona fide educational internship to a maximum of two students at one time. However, no students may be extended beyond the expected term of an internship, and no new students shall be engaged in the event that a bargaining unit member is on lay-off.

ARTICLE 5 - NO STRIKE, NO LOCKOUT

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

ARTICLE 6 - GRIEVANCE PROCEDURE

Complaints and Grievances

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

602 STEP 1

It is the mutual desire of the parties hereto that grievances of employees be resolved as quickly as possible and it is understood that if an employee has a grievance it shall be discussed with his or her supervisor within fourteen (14) calendar days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the grievor in order to give the supervisor an opportunity of adjusting the grievance. The discussion shall be between the employee and/or union steward, the Supervisor and a representative of the Company. The supervisor's response to the grievance shall be given within seven (7) days after such discussion.

603 STEP 2

Failing settlement, the grievance may be taken up in the following manner and sequence provided it is presented within fifteen (15) days of the supervisor's reply to the grievance: the Union shall present the grievance in writing signed by the employee, in the case of an individual grievance, to the Publisher, or designate, setting forth the nature of the grievance, and the remedy sought. The Publisher or designate shall arrange a meeting with the Union and a representative of the Human Resources Department within seven (7) days of

the receipt of the grievance at which the grievor, in the case of an individual grievance, may attend, if requested by either party, and discuss the grievance. The Publisher or designate may have such assistance at the meeting as is considered necessary. The Publisher or designate will give the Union a decision in writing within seven (7) days following the meeting with a copy to the grievor.

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

Binding Arbitration of Disputes

- 605 a) Any matter so referred to arbitration, including any question as to whether a matter is arbitrable, shall be heard by an independent arbitrator. The notice of the party referring the decision to arbitration shall contain the names of three neutral persons, any of whom it is prepared to accept as Arbitrator. The recipient of the notice shall within fourteen days advise the other party of either its acceptance of one of the proposed persons as the arbitrator or shall suggest the names of other neutral persons it proposes to act as Arbitrator. If the recipient of the notice fails to respond, or if the two parties fail to agree upon a neutral person to act as Arbitrator within the time limits, the appointment shall be made by the Minister of Labour upon the request of either party. The Arbitrator shall hear and determine the matter and shall issue a decision. The decision shall be final and binding upon the parties and upon any employee affected by it.
- b) Either party may, in the correspondence contemplated in 605 notify the other party of its suggestion to proceed before a Board of Arbitration. Provided both parties agree, an Arbitrator selected to proceed in accordance with article 605 shall be appointed as chair of the Arbitration Board. Each party shall be responsible for naming its own nominee to the Arbitration Board and will advise the other party and the Chair of the name of its nominee. Where the parties have agreed to a Board of Arbitration, references in this article to Arbitrator will be read to mean Arbitration Board, where appropriate.
- 606 No individual shall be selected as an arbitrator who has at any time been involved in attempting to resolve the grievance, or in the negotiation of this collective agreement, unless the parties mutually agree otherwise.
- 607 The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the Chair and shall each pay the remuneration and expenses of its nominee. Neither party shall be obligated to pay any part of the cost of any stenographic transcript of an arbitration hearing without its express consent.

- 608 The time limits imposed upon either party of any step in the Grievance Procedure may be extended by mutual agreement. A request for extension of the time limit made prior to the expiry of such time limit shall not be denied on an arbitrary basis.
- 609 a) Where the arbitration board or arbitrator determines that a disciplinary penalty or discharge is excessive, it may substitute such other penalty for the discipline or discharge as it considers just and reasonable in all the circumstances.
- b) The arbitrator or arbitration board shall not be authorized to alter, modify or amend any part of the terms of this agreement nor make any decision inconsistent therewith.

Employer Grievance

- 610 The Employer shall have the right to file a grievance in writing signed by the Vice-President of Human Resources or designate, with the Union within fourteen (14) days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the Employer. Failing settlement, a meeting will be held with the Union within seven (7) days of the presentation of the grievance and the Union shall give the Employer its written reply to the grievance in seven (7) days following the meeting. Failing settlement, or an answer within the time limits, such grievance may be referred to arbitration under this Article within thirty (30) days of the date the Employer received the Union's reply.

Policy Grievance

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

Dismissal Grievance

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

Group Grievance

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

Definitions

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

ARTICLE 7 - SENIORITY & LAYOFF PROCEDURES

Seniority Defined

701 Seniority shall be determined by an employee's length of continuous service with the employer and its predecessors in the bargaining unit, except as provided in articles 702, 703 and 704. New hires or transfers shall commence without seniority and shall begin accruing seniority on the first day of employment in the bargaining unit. Continuous service for the purpose of vacation, notice of termination or severance entitlements shall be based upon hire date with Sun Media newspapers, Osprey Newspapers and /or their predecessors.

Part time employees shall accumulate seniority on the basis of hours worked.

Previous Part-Time Service

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

Credit for such part-time service shall be calculated in the following manner:

All straight time hours worked as a part-time employee shall be added together and divided by seven and one-half (7½) hours to determine the number of normal working days which will in turn determine the full-time employment value of such part-time service, assuming five (5) normal working shifts per week. Having calculated the equivalent full-time service value of such part-time service the employee shall be awarded a new seniority date based upon the

equivalent full-time service. E.g. a part-time employee who worked one (1) day each week for five (5) years and then became a full-time employee would be awarded the equivalent of one (1) year of full-time service and his or her seniority date would be amended so as to reflect this accumulated service.

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

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

Previous Temporary Service

- 704 In the event that a temporary employee in the bargaining unit becomes a permanent employee, he shall be credited with his continuous service as a temporary employee that is contiguous (excepting a break in service up to and including 14 calendar days) to his service as a permanent employee. However, the probation period will start on the first day of permanent employment. The employer may at its discretion reduce or eliminate the probationary period where an employee is performing the same job as the prior temporary assignment.

Loss of Seniority

- 705 A person shall lose all seniority and shall be deemed to have terminated employment with the Employer if he or she:
- a) retires or voluntarily quits the employ of the Employer; or
 - b) is discharged and such discharge is not reversed through the Grievance Procedure; or
 - c) is absent for three (3) consecutive working days unless a satisfactory reason is given to the Employer; or
 - d) fails to return to work upon termination of an authorized leave of absence or fails to utilize a leave of absence for the purpose indicated at the time the leave of absence was granted unless a satisfactory reason is given to the Employer; or

- e) is absent due to layoff more than twelve (12) consecutive months; or
- f) fails to notify the Employer of his or her intention to report for work within ten (10) days from the date of delivery by courier dispatch of a notice of recall to his last place of residence known to the Employer unless a satisfactory reason is given to the Employer; or
- g) fails to report to work after being recalled from layoff within fourteen (14) days of notifying the Employer of his or her intention to report for work, unless a satisfactory reason is given to the Employer.

706 When it is determined by the employer that a reduction in the workforce is necessary, not less than three weeks notice shall be given to the union and the employees affected. At the request of either party, the employer and the union shall meet during the notice period to discuss possible alternatives to the layoff.

707 a) When there is a reduction in staff, employees will be laid off within each classification on the basis of the reverse order of seniority, provided those remaining are qualified to perform the work required. An employee in a classification reduced in number may elect to go into an equal or lower classification within five working days provided the employee is qualified and suitable for the work required and that the employee's seniority exceeds that of another employee in the equal or lower classification who will become the employee to be laid off. An employee who bumps into a position in an equal or lower classification shall be paid his current rate or the maximum for that classification, whichever is less.

707 b) The person displaced in paragraph 708 (a) may exercise a similar right to bump within five (5) working days. It is understood that all bumping decisions shall be completed within two weeks, i.e. 14 calendar days of the date of layoff notice(s).

708 Employees will be recalled to work in the reverse order from that in which they were laid off, provided they are able to perform the work required within a familiarization period which shall normally be five days and provided, however that such recall takes place within twelve months from the date of layoff. Upon being recalled, an employee shall within seven days notify the employer in writing of his intention to return to work and within an additional seven days return to work.

709 The employer may accept voluntary resignations from other employees in the classification involved in lieu of those identified to be laid off provided those remaining are qualified and able to perform the work required. The employer may decline the request for voluntary resignation. It is understood that those

who resign will thereby waive their recall rights. Voluntary resignations as agreed by the employer may be used to reduce the number of those laid off.

- 710 An employee who refuses a recall to a classification from which he was laid off, automatically terminates any claim to further employment, except that a full time employee may refuse recall to a temporary or part time position without affecting his recall rights. Notice of recall shall be made by telephone; if the employee is not reached by telephone, notice will be sent by registered mail. The union will be notified of recalls.
- 711 During a layoff, seniority will be frozen. When an employee is recalled to employment, seniority will be restored to the frozen level.
- 712 Employees on the recall list will have the option of buying group insurance for the duration of the recall period.

ARTICLE 8 - LEAVES OF ABSENCE

Personal Leave

- 801 The employer may grant an employee's application for unpaid personal leave of absence.

Union Leave

- 802 Upon reasonable written notice and subject to operational requirements, the Employer will grant leave of absence without pay to no more than one employee in any classification, selected by the Union for the purpose of union business not in excess of one (1) week. The employer shall maintain the compensation of the employee on leave and the union shall reimburse the employer for the full amount.

Full-Time Union Officers

- 803 Subject to operational requirements, the Employer will grant an employee who has given the Employer one (1) month notice in writing a leave of absence without pay or benefits of up to one (1) year to work in an official full time capacity for the Union, the CLC or the OFL. Such a leave may be renewed for an additional one (1) year upon one (1) month written notice to the Employer. No more than one (1) employee may be absent on this leave at any one time.

Effect on Seniority

804 For leaves of one month or less in duration, there shall be no interruption of seniority, benefits, short term sickness protection, pension plan contributions or time worked for the purpose of vacation.

For any other leave greater than one month's duration, an employee's seniority and service shall not accrue for any purpose and coverage under the group benefits plan shall be suspended for duration of the leave unless otherwise agreed by the parties.

For authorized union leave, greater than one month's duration, there shall be no interruption of seniority or service (excluding credit for vacation or progression on the wage grid). The employer will allow the employee to participate in the group benefits (excluding sick days and short term disability) and pension plans on the condition that the union reimburse the employer for the full amount.

For authorized pregnancy or parental leave, the provisions of article 1101 shall prevail.

ARTICLE 9 – BEREAVEMENT LEAVE

901 A bereavement leave of absence of up to five (5) consecutive days, including the day of the funeral, will be granted to an employee upon a death in his or her immediate family. Where any such day occurs on a regularly scheduled working day for the employee, he or she shall be paid on the basis of the standard number of hours which he or she otherwise would have worked at regular salary. The employee may be granted additional bereavement leave without pay at the discretion of the employer. The employee shall notify the employer as soon as possible following the death.

902 Immediate family for the purpose of Article 9.01 shall mean spouse, children, father, mother, brother or sister.

903 A bereavement leave of absence of up to three (3) consecutive days, including the day of the funeral, will be granted upon request to an employee upon the death in his or her family. Where any such day occurs on a regularly scheduled working day for the employee, he or she shall be paid on the basis of the standard number of hours which he or she otherwise would have worked at regular salary. The employer may, in exceptional circumstances, be granted additional bereavement leave without pay at the discretion of the employer. The employee shall notify the employer as soon as possible following the death.

904 Family shall mean step-father, step-mother, step-children, step-brothers, step-sisters, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandchildren, great grandchildren, grandparents, great grandparents, grandparents-in-law and great grandparents-in-law.

ARTICLE 10 – JURY AND WITNESS

1001 Should an employee be required on his or her regular work day to report for jury duty or is subpoenaed to testify before an administrative tribunal, excluding any matter between the parties, court of law, coroner's inquest, Parliamentary Inquiry, or Royal Commission, the employee will not suffer any loss of compensation. However, the employee will not be entitled to any pay under this Article if he or she is a party or principal in any of the aforementioned proceedings unless a party or principal as a result of performing the employee's proper duties for the Employer.

ARTICLE 11 - PREGNANCY AND PARENTAL LEAVE

Leave Granted

1101 Pregnancy and parental leave shall be granted in accordance with the provisions of the Ontario Employment Standards Act. The total length of the leave(s) will not exceed one year.

ARTICLE 12 - HEALTH AND SAFETY

Health and Safety Committee

1201 The employer and the employees shall make all reasonable efforts to maintain a healthy and safe workplace. The parties shall maintain a Joint Health & Safety Committee for the purpose of exchanging and discussing information on safety and health and considering specific safety and health matters within the operation of the Employer. The editorial bargaining unit representative shall be certified.

1202 A worker representative on the Committee will suffer no loss of compensation for time lost from scheduled work for attending meetings of the Newspaper Safety and Health Committee.

ARTICLE 13 - INFORMATION

Annual Information for Union

- 1301 The Employer shall supply the Union once every twelve (12) months with a list containing the following information for each employee in the bargaining unit:
- a) name and address;
 - b) date of birth, date of hiring, classification, status, and regular salary;
 - c) a seniority list showing the seniority date of each employee in the bargaining unit.

Information Regarding New Hires

- 1302 Within one month after the hiring of a new employee, the Employer shall furnish the Union in writing with the data specified in the above Section of this Article.

Information: Updates & Changes

- 1303 When changes occur the Employer shall supply the Union with a list containing the following information: (a) names of employees leaving the bargaining unit or taking leaves of absence without pay, the effective date, and the reason for leaving the Unit or taking a leave; (b) changes in employees' addresses made known to the employer, salary, job classification, status, or return from a leave of absence without pay, indicating the effective date of the change.

ARTICLE 14 - HOURS OF WORK

Hours of Work

- 1401 The regular shifts for all full-time employees shall consist of 7.5 hours (exclusive of any unpaid meal period) per day and 37.5 hours per week. No employee shall be required without consent to work more than seven days in a row with the exception being long holiday weekend shifts when reporters will work 8 consecutive shifts.

Schedules

- 1402 Schedules for days off, starting times and weekends shall normally be posted at least two (2) weeks in advance. These schedules will stay in force until the company deems a change needs to take place due to operational concerns with at least one (1) week's notice of any change. Changes may take place without one week's notice if those changes are as a result of unforeseen circumstances.

Work on Day Off

- 1403 A full-time employee called in to work on a scheduled day off shall be paid for a minimum of two hours work at the overtime rate or an alternative day off with pay, at the option of the employee. For clarity, the entire shift shall be paid at the overtime rate.

Call Back

- 1404 An employee called back to work to perform additional work shall be guaranteed at least two hours' pay at the overtime rate. If the employee is able to resolve the issue for which they were called during the course of a phone call with the employer, they shall receive at least one hour's pay at the overtime rate. This does not apply to work which should normally have been done during the employee's normal working hours.

Consecutive Days Off

- 1405 The Employer recognises the value to employees of having two consecutive days off and will continue its efforts to schedule consecutive days off while taking into consideration the requirements of operations.

Overtime

- 1406 Overtime shall be defined as work authorized beyond 7.5 hours in a day or 37.5 hours in a week including all paid leaves and unpaid union leave. All over time must be pre-authorized by the department manager or his or her designate. The overtime rate shall be one and a half times the regular straight time hourly rate.

Compensating Time Off

- 1407 Employees may elect to take time in lieu of cash at the overtime rate at a time mutually agreeable between the employee and the employer. A request to take time owing shall not be unreasonably denied. Time bank will be capped at 37.5 hours during any calendar year. Once an employee has accumulated for any reason the 37.5 hours of time owing, all overtime premium earned thereafter will be paid at the rate applicable when it was earned. Any employee with time bank owing at the end of any calendar year shall have until the end of the first quarter in the following year to use that time. Vacation requests shall take precedence over requests for banked time off. If the employer and the employee are unable to mutually agree to the scheduling of banked time, the time shall be paid out to the employee in cash at the overtime rate. Banked

overtime will not be taken in more than two consecutive days in a week without the permission of the employer.

Overtime Assignments

1408 Available employees performing the same duties will be offered scheduled overtime on a voluntary basis in order of seniority. Where no employee volunteers to perform the work, the work shall be assigned to the employee with the least seniority.

Splits Shifts

1409 The employer shall make every reasonable effort to avoid split shifts.

Intervals Between Shifts

1410 The employer shall provide an eight hour interval following the completion of an employee's shift before the start of his or her next shift.

Schedules – Long Weekends

1411 The assignment of "long weekend" (i.e. weekend combined with paid holidays) shifts shall be done on as equitable a basis as reasonably possible.

ARTICLE 15 – JOB VACANCIES, PROMOTIONS, AND TRANSFERS

Posting of Job Vacancies

1501 The Company will post notice of all permanent vacant positions within the bargaining unit for a period of seven (7) calendar days and agrees to consider an written application from any bargaining unit employee. Any qualified internal applicants shall be granted an interview prior to any external candidate being hired. Employees entitled to apply for such vacancy or new job must make application to the Publisher or designate no later than the seventh (7th) calendar day. The employer need not consider any applicant to a posting who has, within the prior twelve (12) month period successfully applied for a vacancy. Unsuccessful candidates, upon request, will be given an opportunity to meet with the employer where they will be told why they did not receive the job. The company may request of the union to reduce a posting from 7 to 5 days where special circumstances warrant it and the union shall not unreasonably refuse.

Job Opportunities

1502 In awarding the position, the employer must evaluate the skill, ability, qualifications, and competence of the candidates. If the skill, ability, qualifications and competence of the leading candidates for the position are relatively equal, seniority will determine the successful candidate.

Beats

1503 The employer shall post a notice to inform employees of beats which the employer intends to establish or which are not currently assigned and which the employer intends to assign. Employees may advise their supervisor of their interest and the employer will give consideration to such request.

Job Differential/Placement on Wage Grid

1504 Employees permanently transferred or temporarily assigned to a higher paid classification shall receive the maximum salary rate on the wage grid of the higher classification or 10 % of the employee's current salary, whichever is less for all hours worked in the higher classification.

Return from Illness or Injury

1505 a) Where employees are medically able to return to work, the employer shall first attempt to place an employee in his own position.

b) Should the successful return of an employee result in an overall addition to staff levels, the Company fully maintains its right to adjust staff levels in accordance with prescribed protocols under the collective agreement.

c) In the event that an employee is fit to return to work on a gradual basis, he shall be entitled to receive his salary for the proportion of the time worked and disability insurance for the portion of time not worked, based upon the employee's regular salary or hourly earnings. In any event, the total cannot exceed the employee's normal salary.

ARTICLE 16 – DISCIPLINE AND DISCHARGE

Just Cause

1601 No employee who has completed his probationary period may be disciplined or dismissed except for just cause.

Probationary Employees

1602 An employee will be considered on probation until he or she has completed three (3) months of continuous employment with the Employer. However the employer, after notifying the union and informing the employee in writing of the areas of performance requiring improvement, may extend the probationary period for up to an additional three (3) months of continuous employment. In the case of a part-time employee, the length of the probationary period shall normally be 65 shifts but may be extended for a period of up to an additional 65 shifts on the same basis as a full time employee. The purpose of the probation is to evaluate the employee and provide feedback.

Upon completion of such probationary period, the employee's name shall be placed on the appropriate seniority list and the employee's seniority shall date from the date of last hiring into a bargaining unit position.

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

Human Rights

1603 The Company, the employees, and the Union agree to comply with the *Ontario Human Rights Code* in all respects. The representatives of the union and the employer will continue to resolve workplace issues in a professional manner and with mutual respect. The union and the employer recognize the right of all employees to work in an environment free from sexual or any other type of harassment.

Union Activity

1604 There shall be no discrimination against any employee because of lawful union activity. The union and the company agree that no employee shall be discriminated against or harassed for reason of membership or non-membership.

Personnel Files

1605 On reasonable notice, every employee shall have the right to inspect his personnel file, once a year or when an employee has filed a grievance. For the sake of clarity this does not include files or documents developed in connection with the grievance procedure. An employee shall have the right to review or make a copy of the file in the presence of management.

Disciplinary Interviews

1606 When dealing with an employee's conduct that will likely result in discipline, suspension or discharge, the Employer shall advise any such potentially affected employee of his or her right to Union representation. In doing so, the employer agrees to make all reasonable efforts to secure Union representation prior to commencing the interview.

Notice of Discipline

1607 Following a disciplinary interview(s) as describe in article 1606 above, and where the Employer now intends to discipline, suspend or discharge the employee, the Company will ensure the employee and the Union are provided with written notice of such final action, including the general reasons for the disciplinary action. Where a final decision has not been concluded following the meeting, the Employer shall render its final decision in writing within seven (7) calendar days of the interview and will include with such decisions the reason(s). While the Employer understands the need for the timely administration of such disciplinary action, should a time extension become necessary the parties agree to not unreasonably withhold such a request. The Employer agrees to provide the aforementioned decision to the union at the same time as the employee.

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

Copy to the Union

1608 Written notice of dismissal or discharge for cause shall be given to the union at the same time as notice is given to the employee.

Removal of Discipline

1609 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 above-referred time periods. For added clarity, the disciplinary file will remain fully active in this instance for all progressive discipline purposes.

The foregoing will have no effect on the Employer's right to rely on past conduct beyond these time limits to establish that the employee knew or ought to have known the 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 17 – VACATION

- 1701 The vacation year shall begin January 1 and end on December 31 of the same year and December 31 shall be the date for determining an employee's entitlement to a vacation and vacation pay for that same calendar year.
- 1702 An employee with less than one (1) year of continuous service as of December 31 in any year shall be entitled to a vacation of one day for each completed full month of service in that year to be taken in that same calendar year.
- 1703 An employee with more than one (1) but less than four (4) years of continuous service as of December 31 in any year, shall be entitled to a vacation of two (2) weeks to be taken in that same calendar year.
- 1704 An employee with four (4) or more but less than nine (9) years of continuous service as of December 31 in any year, shall be entitled to a vacation of three (3) weeks to be taken in that same calendar year.
- 1705 An employee with nine (9) years or more but less than nineteen (19) years of continuous service as of December 31 in any year, shall be entitled to a vacation of four (4) weeks to be taken in that same calendar year.
- 1706 An employee with nineteen (19) years or more of continuous service as of December 31 in any year, shall be entitled to a vacation of five (5) weeks to be taken in that same calendar year.
- 1707 An employee who is laid off or whose employment is terminated, shall receive pro rata vacation pay for the period to which the employee is entitled.
- 1708 Employees, with the approval of the Employer, may carry up to one week's vacation beyond the end of their vacation year, providing it is used in the first three months of the next vacation year.
- 1709 Vacation schedules shall be arranged and posted by April 30 in each year. In the event of a conflict over vacation dates seniority will govern. Employees shall provide the Employer with preferred vacation dates by April 1st in each year,

failing which the employees may lose the privilege of selection to which entitled by seniority.

An employee is entitled to schedule at least two weeks vacation in one block. However an employee is not entitled to use his seniority priority to schedule additional weeks until all employees have had an opportunity to schedule a two week block.

Vacation scheduling shall be arranged whenever possible to start from the end of the regular shift week.

Subject to the requirements of the business, the Employer will determine the number of persons on vacation at any one time.

- 1710 Vacation pay shall be on the basis of the employee's regular normal straight-time salary.
- 1711 If one of the holidays designated under Article 1801 (a) is observed during an employee's vacation period, such employee will be granted another day off, subject to the provision of Article 1805. Such day off shall be scheduled in conjunction with the vacation period wherever possible.
- 1712 Part-time and temporary employees shall receive 4% of their regular wages in lieu of annual vacation which shall be paid each pay day. This amount shall increase to 6% when a part-time employee accumulates enough service to qualify for three weeks' vacation. Subject to production necessities, part-time employees shall also be entitled to take annual vacation without pay.
- 1713 An employee who is ill or injured prior to commencing vacation may reschedule his vacation to a later date if the nature and severity of the employee's illness or injury will prevent the employee from making reasonable use of his vacation period. The company may require a satisfactory medical certificate verifying the nature, severity and duration of the illness or injury.

ARTICLE 18 – PAID HOLIDAYS

Paid Holidays

- 1801 All employees shall be entitled to the following holidays with full pay: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

1802 Employees who are scheduled to work on a recognized holiday but are not required to work will receive their full weekly salary.

Premium Pay for Working on a Paid Holiday

1803 Employees required to work on a paid holiday will be paid time and a half (1 ½) his regular hourly rate for all hours worked, in addition to their regular weekly salary, or paid time off at the premium rate, at the option of the employee.

Part-Time Employees – Holiday Pay

1804 Part time employees shall receive holiday pay in an amount equivalent to 1/20th of regular wages over the four weeks prior to the paid holiday.

If Holiday Falls Upon A Day Off

1805 A full time employee whose regular day off falls on a recognized holiday shall receive an additional day off at another date mutually agreeable between the company and the employee.

ARTICLE 19 – BENEFITS & PENSION

Benefits

1901 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. The terms and conditions of the company 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

Part-time employees will continue to be covered under the prior benefit program 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.

Short Term Disability

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

in which case the employee may be required by the Company to provide a doctor's note.

Pension

1902 All staff shall enrol in the Sun Media Pension Plan for unionized employees (LFP) effective the date of ratification.

ARTICLE 20 - SEVERANCE PAY

2001 Severance Pay at the rate of one week's wages for each completed six (6) months of continuous service or major fraction thereof shall be paid to employees who are permanently laid off, up to a maximum thirty-two (32) weeks. Such severance pay shall be paid on a lump sum basis. Wages for part-timers shall be calculated based on the average of the last twelve months of employment.

- 2002 If a laid-off individual is recalled to work before the expiry of the number of weeks of severance pay paid for, the unearned severance pay shall be refunded to the Employer. Reasonable terms shall be arranged if required by the employee.
- 2003 An individual who is recalled to work after having received some or all of the severance pay he or she was entitled to shall, if the employee becomes entitled to severance pay again, have deducted from his or her continuous service the amount of continuous service used to determine the amount of severance pay previously paid to the employee. This adjustment in continuous service shall be made only for the purpose of calculating future entitlement to severance pay.
- 2004 There shall be no duplication or pyramiding of severance pay under the provisions of the Employment Standards Act. If severance pay is required to be paid under the Employment Standards Act, the amount of severance pay paid or payable under this Agreement shall be reduced by the amount of such statutory severance pay.

ARTICLE 21 – WORK RELATED EXPENSES

Authorized Expenses

- 2101 The company shall reimburse an employee for all authorized expenses incurred in the service of the employer upon submission reports with appropriate vouchers and receipts.

Kilometre Rates

- 2102 The Employer shall provide a mileage allowance to employees who are authorized to use their automobile for Company business at the rate of 38 cents per kilometre to be increased to 39 cents per kilometre effective January 1, 2011.

ARTICLE 22 – PROFESSIONAL & EDITORIAL ISSUES

Liability

- 2201 If an employee is the subject of a civil, criminal or administrative action as a result of the normal performance of his duties carried out in good faith, the company shall bear the cost of legal fees and disbursements and shall save the employee harmless with respect to any financial liability or loss of compensation. Legal counsel will be provided by the employer.

By-Lines

2202 An employee's by-line or credit-line shall not be used over his or her protest. The by-line shall not be unreasonably withheld.

Corrections, Apologies & Letters-to-the-Editor

2203 Except where libel or legal action has been threatened or appears probable, the Employer will not publish a correction, apology, or letter-to-the-editor in respect of an employee's work until a reasonable effort has been made to discuss the matter with the employee without first making a reasonable attempt to contact the employee concerned.

Disclosure of Sources

2204 No employee shall be required by the Employer to give up custody of or disclose any knowledge, editorial content, information, notes, records, documents, films, photographs or tapes or the sources thereof to any party other than the Employer unless required by Law. The Employer agrees that the foregoing shall not be released to any other party without first attempting to discuss the matter with the employee. Employees are expected to abide by the company's confidentiality policy.

Unauthorized Use of Work

2205 The employer shall attempt to protect employees against the unauthorized use of employees' work.

QMI Agency / Re-use of Material

2206 On the basis of the rates of compensation established in this contract the Employer is the owner of all copyrights on all material produced by editorial employees during their employment with Sarnia Observer and has the full right to reproduce, publish, translate, broadcast, distribute, archive, sell or license this material in any manner, form or medium that the Employer chooses, including electronic form and Internet. It is agreed that any employee producing content or material waives any and all rights, including moral rights, with regard to that content or material.

Whenever substantive changes are made to editorial content produced by an employee, an effort will be made to discuss the changes with the employee before publication or sale of the content, in any format, by the Sarnia Observer or any entity associated with Sun Media or Quebecor Media. If the discussion

does not take place, or the employee wishes to withhold his or her byline or credit, the byline or credit shall not be used.

ARTICLE 23 – PART TIME & TEMPORARY EMPLOYEES

Definition of Part Time Employment

2301 A part time employee shall mean one who regularly works not more than 80% of the normal work week, excluding vacation, illness, and paid holidays.

Temporary Employees

2302 A temporary employee is an employee who is hired:

To cover a leave of absence, including a leave of absence for pregnancy and parental leave, for the duration of the absence up to 24 months, to cover a vacation absence for a maximum continuous period of five (5) months or for special projects to a maximum period of six (6) months which may be extended by mutual consent. The parties may agree to extend these periods.

The Union shall be notified in writing of the hiring of a temporary employee and the expected duration of and reason for the temporary position. A temporary employee whose services are no longer required or whose term has expired may be terminated without notice.

Progression on Wage Grid

2303 In calculating experience for the purpose of regular step-up wage increases, part-time employees shall be credited with their paid hours, including holiday and vacation pay, for each year of service in the corresponding wage classification (i.e. 1950 or 2080 annual hours).

Seniority

2304 Temporary employees shall not establish seniority under this Agreement.

ARTICLE 24 – WAGES

Experience Rating Upon Hire

2401 The employer shall hire new employees at rates no less than the starting rate for each classification and may establish the new employee at a higher rate on

the appropriate classification wage grid on the basis of experience. Experience shall include all employment in comparable work. The Employer has the right to validate any experience claim.

Job Classifications

2402 In the event that a new job classification is created, the Employer and the Union will discuss and attempt to agree upon the proper classification and salary scale for the position. Failing agreement, the matter may be referred to arbitration for a final and binding determination.

Wages

2403 See Schedule A.

ARTICLE 25 – TERM OF CONTRACT

2501 This Agreement shall become effective (except as provided herein) on May 1, 2010 and shall expire on April 30, 2012. It shall be binding upon the successors and assigns of both parties.

2502 Within ninety days prior to the termination of this Agreement, the Employer or the Union may open negotiations for a new Agreement.

Dated this ___^h day of June, 2010 at Sarnia.

For the Company:

For the Union:

LETTER OF AGREEMENT RE: ARTICLE 1401

The weekly unit of hours specified in article 1406 (Overtime) shall be averaged over a fixed two-week period so long as employees who are covered by the current schedule of 10 shifts in 14 days continue on that arrangement.”

LETTER OF AGREEMENT RE: ARTICLE 1504

Employees temporarily assigned to perform the duties of a management position during the absence of the manager shall be paid a premium of \$10 per shift. All other provisions of the collective agreement shall continue to apply.

LETTER OF AGREEMENT RE: TRAINING

Training shall be provided by the company to the employees sufficient to perform the duties required of the position.

This letter will confirm our understanding during negotiations that the employer will meet with the bargaining unit editorial representative at least twice a year to discuss training and retraining associated with the implementation of new technology.

During the life of this agreement, the employer will offer mandatory training to all newsroom staff for multi-media content. This may include multi-media forms such as blogs, podcasts and videography; and skills such as writing or copy editing for the Web and posting content to the Web.

The employer will supply, in as timely a manner as possible, in-house training in photography for any reporter who wishes it, and writing or copy editing for any photographer who wishes it.

Training in existing work-essential software or other technologies will be provided, if deemed necessary by the Employer, in a timely and equitable manner to all editorial employees.

New training will be introduced in an equitable way as new technology becomes available.

It is understood that resources from training must be approved by corporate editorial.

Schedule A - Wages

Effective May 1, 2010

Multi-Media Journalist	Weekly	Hourly
Start	\$530.00	\$14.13
After 1	\$600.00	\$16.00
After 2	\$665.21	\$17.74
After 3	\$735.23	\$19.61
After 4	\$805.24	\$21.47
After 5	\$875.26	\$23.34
After 6	\$901.38	\$24.04

Student Reporter		10.50
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Editorial Assistant	Weekly	Hourly
Start	402	10.72
After 1	489.75	13.06
After 2	511.875	13.65
After 3	568.875	15.17

Paginator	Weekly	Hourly
Start	562.50	15.00
After 1	600.00	16.00
After 2	630.00	16.80
After 3	661.50	17.64
After 4	686.25	18.30

Note 1: Grids above shall be increased by 1% on May 1, 2011.