

AGREEMENT

Between

SING TAO NEWSPAPERS (CANADA 1988) LIMITED (“The Company”)

And

**UNIFOR LOCAL 87-M
SOUTHERN ONTARIO NEWSMEDIA GUILD (“The Union”)**

(January 1, 2019– December 31, 2021)



Sing Tao Newspapers (Canada 1988) Limited

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ARTICLE 1

Recognition

1.01 The Company recognizes Unifor Local 87-M Southern Ontario Newsmedia Guild as the exclusive bargaining agent for all employees of the Sing Tao Newspapers (Canada 1988) Limited located in the City of Toronto and Town of Markham save and except supervisors, persons above the rank of Supervisor, and the Accounting Officer.

References to Gender

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

ARTICLE 2

JURISDICTION & RELATIONSHIP

Management Rights

2.01 The Union recognizes and acknowledges that the management of the Employer and the direction of the working forces are fixed exclusively in the Employer. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, promote, demote, classify, transfer and retire (subject to applicable legislation) employees and to discipline or discharge regular employees who have successfully completed their probationary period for just cause;
- (c) Make, enforce, and alter, from time to time, reasonable rules and regulations to be observed by the employees provided such rules and regulations do not conflict with the provisions of this collective agreement;
- (d) Determine the nature and kind of business conducted by the Employer, equipment to be used, the methods and techniques of work, the content of jobs, the scheduling of shifts and overtime, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof including the closing of any facility, or part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement;
- (e) Establish and administer reasonable tests for the purpose of assisting the Employer and determining an employee's qualifications.

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- 2.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the express provisions of this Agreement which shall serve as the only limitations upon such functions provided the Employer exercises its rights in a manner that is fair and reasonable.
- 2.03 The Union recognizes that the Employer shall have the exclusive right to assign work and to determine from time to time and at any time, the person or classification to which its work shall be assigned provided that the assignment, to the extent possible, is within the basic skills of the person to whom the assignment is given. The assignment of work to a particular person or classification shall not limit the right of the Employer to reassign such work to another person or classification.

Work of the Bargaining Unit

- 2.04 The Company shall not assign to any employee outside the Bargaining Unit covered by this Agreement (save and except the STD bargaining unit members) any work now performed by full-time employees within the Bargaining Unit should such assignment result directly in the layoff of one (1) or more full-time members of the Bargaining Unit.

A layoff shall be defined as a reduction in the regular weekly scheduled hours of work equivalent to one (1) or more full shifts.

In order to ensure adequate coverage under the new work schedule it is agreed and understood that employees not in the bargaining unit may cover shifts where there is insufficient full-time staff to cover such shifts without resort to overtime.

No Strikes or Lockouts

- 2.05 While the collective agreement is in force, neither the Union nor any employee shall take part in or call or encourage any strike as defined by the *Labour Relations Act, 1995* as amended from time to time. If such action takes place the Union agrees to repudiate it forthwith and direct the participants to cease their activities and/or return to work. While the collective agreement is in force the Employer shall not engage in any lockout of employees.

ARTICLE 3

UNION MEMBERSHIP & DUES CHECK-OFF

Union Shop

- 3.01 All employees in the bargaining unit who were members of the Union on August 11, 2000 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.
- 3.02 All persons accepting employment in the bargaining unit on or after August 11, 2000 shall become Union members within twenty (20) days from the date of commencing

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employment, and shall, as a condition of employment, remain Union members in good standing for the period of this Agreement.

- 3.03** 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 Unifor and the by-laws of the Unifor, Local 87-M, Southern Ontario Newsmedia Guild.

Dues Check Off

- 3.04** As a condition of their current continued employment, all employees and all future employees shall be required to execute and deliver to the Employer a written authorization for deduction of their regular monthly Union dues or the equivalent thereof.
- 3.05** The Company agrees to deduct from the bi-weekly earnings of each employee covered by the Collective Agreement, an amount equal to the regular union dues (as specified in writing by Unifor, Local 87-M, Southern Ontario Newsmedia Guild and calculated in accordance with the terms below) and to remit the total of such deductions by cheque to the Treasurer of the union before the 15th day of the month following the month in which deductions are made. The Company shall, when remitting dues, give the names of the employees from whose pay deductions have been made.
- 3.06** The monthly remittance of dues to the Union will be substantiated by a separate listing of gross earnings and dues deductions for each employee for the month.
- 3.07** In consideration of the Company's agreement as stated above, the Union hereby undertakes and agrees to indemnify and save the Company harmless from and against any and all claims against it for the deduction of regular Union dues made and remitted in accordance with the foregoing.

General Assessments

- 3.08** In addition to the foregoing, the Company agrees on the written authorization from the Union, which shall be given at least two (2) weeks in advance of such deduction, to deduct general assessments as required by the Union and to remit the deductions by cheque to the Treasurer of the Union before the 15th day of the month following the month in which the deductions are made.

Humanity Fund

- 3.09** 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 Unifor Social Justice 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) 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

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within thirty (30) days of the ratification of the Agreement or within thirty (30) days after being hired.

- d) All such employee contributions to the Unifor Social Justice Fund shall be recorded on the employee's T4 Form.

ARTICLE 4

INFORMATION

4.01 The Company shall supply the Union with the following information upon ratification for each employee and within one (1) month of hiring new employees:

- (a) name, sex, date of birth, address, telephone number;
- (b) date of commencing employment;
- (c) classification;
- (d) experience rating and experience anniversary.

Within one (1) month, the Company shall notify the Union in writing of:

- (e) changes in any employee's rate of pay effected through a job posting or annual advancement on the wage grid and the effective date;
- (f) changes in any employee's classification and rate of pay effected through the job posting process and the effective date; and
- (g) resignations, retirements, deaths.

ARTICLE 5

REPRESENTATION & MEETINGS

5.01 The Company acknowledges the right of the Union to elect or appoint up to eight (8) stewards. The Union may also elect or appoint alternates to the designated Stewards on the understanding that such alternates only act in the absence of the designated Steward. The Union will notify the Company in writing who the Stewards are, and of any changes.

5.02 In order to facilitate the investigation and handling of grievances, a Steward shall be permitted to leave the Steward's work station during working hours without loss of pay, provided that:

- (a) the Steward has obtained the prior consent of the Steward's immediate supervisor (which consent shall not be unreasonably withheld);
- (b) the time is devoted to the prompt handling of grievances; and
- (c) the handling of grievances does not interfere with the efficient operation of the business.

Meetings

- 5.03** The Company and the Union recognize that meetings between representatives of the respective parties to this Collective Agreement are necessary in order to maintain a proper working relationship between the parties. It is recognized that meetings normally fall into three categories as follows:
- (a) Grievance meetings as described in Article 24;
 - (b) The parties agree that it is beneficial to meet to discuss matters of mutual interest and/or concern (excluding grievance meetings) from time to time. To this end, Union/Management meetings may be held upon mutual agreement between the President (or his designate) and the Union. Representation from either party will be limited to a maximum of three (3) attendees. The Local President and/or the Local Representative of the Union may also attend such meetings.
 - (c) The Union may appoint or elect a Negotiating Committee not to exceed four (4) employees from the bargaining unit for the purpose of negotiating renewal of the collective agreement. The Company shall not be required to recognize the Union Negotiating Committee until after the notice of desire to bargain has been provided and the Union has notified the Company, in writing, of the names of the members of the Union Negotiating Committee. The Company shall allow Union Negotiating Committee members unpaid leaves of absence from work for the purpose of attending bargaining meetings.
 - (d) The company will arrange to release from duties employees required to attend a grievance meeting and those attending Union/Management or negotiating meetings. Employees will be paid at their regular straight time hourly rate for time at such meetings (except negotiations).

ARTICLE 6

PROBATION PERIOD, DISCIPLINE & DISCHARGE

Probationary Period

- 6.01** New full-time employees shall be on probation until they have worked one hundred and thirty (130) shifts. New part-time employees shall be on probation for the first nine-hundred and ten (910) hours worked by the employee. The probationary period may be extended by mutual agreement. Upon completion of the probationary period the employee shall be granted seniority with credit from the original start date.

Probationary Dismissal

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

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Just Cause

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

Human Rights

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

Union Activity and Membership

6.05 There shall be no discrimination against of any employee because of lawful Union activity. The Union and the Company agree that no employee shall be discriminated against for reason of membership or non-membership subject to Article 3 above.

Disciplinary Interviews

6.06 When an employee is requested or required to attend for an interview for the purpose to discipline of such employee, the Company shall advise the employee of his or her right to the presence of a Union Steward. The management representative will send for the Steward at the employee's request without undue delay and without further discussion of the matter, provided that the Steward is readily available. If no Steward is available, the employee may request the presence of, and the management representative shall send for, a Union unit officer or some other Union member for the interview. A violation of this clause by the Employer does not void any subsequent discipline or dismissal.

Personnel File

6.07 Every employee shall have the right to inspect any disciplinary notations or formal evaluations contained in 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 the file in the presence of management upon providing a request in writing.

Written Notice of Disciplinary Action

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

Removal of Discipline

6.09 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.

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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 7

HOURS OF WORK & OVERTIME

Hours of Work & Consecutive Days Off

7.01 The normal work week for full-time employees shall consist of up to 38.5 hours per week, exclusive of meal periods, divided over five (5) days per week with two (2) consecutive days off but this shall not be a guarantee or limit on the hours worked. Notwithstanding the above, the Employer shall only be required to schedule employees employed in the production department and printing department (including the mailroom), Counter Service Clerks, News Producer/Readers and News Readers for two (2) consecutive days off in every second week of a two-week period.

An hourly rate full-time employee is one who is hired in the printer helper or printing assistant classifications to work a normal work week between 30.5 and 38.5 hours, exclusive of meal periods, per week. However this shall not be construed as a guarantee or limitation upon the hours worked.

Overtime

7.02 Authorized overtime shall be paid to an employee after 38.5 hours per week at the rate of straight time for the first two (2) hours and time and one-half for all additional overtime hours. For the purpose of calculating hours for overtime, any paid leave or an unpaid leave for the purposes of Articles 5.03 (c) and (d) during the week in question shall be deemed to be time worked. All overtime must be approved in advance by an employee's supervisor. For the purpose of calculating a full-time employee's hourly rate, it is agreed that the employee's weekly salary shall be divided by the 38.5 hour work week.

7.03 Advertising salespersons' remuneration shall be exempt from all overtime provisions.

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

7.05 Each employee is entitled to at least one (1) eleven-hour interval in every twenty-four hour period.

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- 7.06** There shall be no pyramiding of overtime or duplication of any premiums under this Agreement.
- 7.07** The Employer may require employees to work overtime and the employee will cooperate so as to make themselves available.
- 7.08** Subject to legality and to conditions set out hereinafter, employees may elect to be compensated for authorized overtime worked either in cash or in time off up to forty (40) hours in each half of the calendar year, in either case to be calculated at the appropriate contract rate for the overtime worked. When an employee requests time off, such time must be arranged at a time which is agreeable to both the Company and the employee within the half in which it is accrued. If it is not possible to arrange such time off at the mutual convenience of the Company and the employee within the half in which it is accrued, the employee shall be compensated for the overtime worked in cash after the end of each half of the calendar year. An election once made may not be revoked.
- 7.09** If the Employer wishes to reschedule an employee's day off, the Employer must notify the employee no less than 48 hours in advance of the day off. If the Company fails to give the required notice but still wishes to reschedule the employee's day off, the employee shall be entitled to overtime pay at the rate of one and one-half (1-1/2) regular pay for the entire shift. However this premium shall not be paid if:
- (a) The rescheduling is necessary because of unforeseen absence of another employee;
 - (b) The Company reschedules the employee's day off consecutive to his next scheduled day(s) off.
- 7.10** An employee whose working schedule requires him/her to work between the hours of 8 p.m. and 6 a.m. shall be paid a premium of forty cents (\$0.40) an hour for each hour worked in that time period. The purpose of this premium is to compensate for working evening and night hours and as such shall not be considered to be pyramiding when paid for hours that are otherwise compensated with a premium under Article 7 or 12.
- 7.11** Where a full time employee has completed the employee's shift and left the Company's facilities and is subsequently required to perform work of at least 30 minutes duration including any required travel time, the employee shall be paid a minimum of 3 hours at the applicable rate under the collective agreement, or the actual hours worked, whichever is greater. For work of less than 30 minutes duration, the employee shall be paid at the applicable rate under the collective agreement for the actual time worked.
- 7.12** The minimum shift for part time employee shall be 3 hours.

ARTICLE 8**HIRING, PROMOTION and TRANSFER**

- 8.01** The company shall post a notice of all permanent vacant positions within the bargaining unit for a period of six (6) days. Applications from interested employees must be made to the President during this six day period. All qualified internal applicants shall be granted an interview. Employees who have not completed their probationary period are not eligible to apply for a job posting. Applications from employees who have successfully applied for a permanent vacancy in the prior 12 months need not be considered by the company. In the application of this Article, the company may seek outside candidates for the vacancy, however qualified internal candidates shall have priority for appointment to the position over external candidates.
- 8.02** A temporary (i.e. non-permanent) vacancy shall be a vacancy which does not exceed six (6) months save and except (a) a vacancy arising from pregnancy/parental leave in which case the temporary vacancy shall extend to the conclusion of such leave or (b) a vacancy arising from absence due to illness or injury in which case the temporary vacancy shall not exceed twelve (12) months.
- 8.03** In awarding the position, the successful applicant shall be chosen on the basis of, experience, ability, educational qualifications, training and reliability. If the experience, ability, educational qualifications, training and reliability of the two leading candidates for the position are relatively equal, seniority will determine the successful candidate.
- 8.04** If nobody who has applied has the necessary experience, ability, educational qualifications, or training, the Employer may seek a candidate from outside the bargaining unit.
- 8.05** This Article does not apply to job assignments within a classification.

Salary Upon Promotion

- 8.06** Employees permanently transferred or temporarily assigned for a minimum of one (1) consecutive full shift or more to a higher paid classification shall receive the minimum rate of the higher classification next higher in dollars to the rate they received in the lower classification.

This Article shall not apply to employees temporarily transferred for the purposes of training the employee. It is understood that this exemption for training situations shall not apply unless the trainee is surplus to the normal shift complement.

Transfer to Other Positions

- 8.07** In the event a bargaining unit employee is promoted to a non-bargaining unit position, he shall accrue service and seniority and retain the continuous service and seniority previously acquired in the bargaining unit job. This clause shall not apply if the bargaining unit employee is not returned to the bargaining unit within twelve (12) months from such promotion or reclassification.

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8.08 An employee who accepts a temporary assignment to a non-bargaining unit position shall not be covered by any provision of the collective agreement, except where assignment is for a period of less than twelve (12) months, then Articles 6.03, 6.08, and 24 may apply. However it is understood that such a grievance is restricted to termination of employment only.

ARTICLE 9

GENERAL WAGE PROVISIONS

Wages

9.01 Employees shall be paid in accordance with the salary schedule in Appendix A. In the event that an employee is to be started at higher than the start rate, the Company agrees to first discuss it with the Union.

ARTICLE 10

TEMPORARY AND PART-TIME EMPLOYEES

10.01 A temporary employee is one who is hired to:

- (i) cover a leave of absence due to pregnancy and/or parental leave or for other leave of absence including vacation absences; and,
- (ii) work on special projects or for a specified time in either case not to exceed six (6) months. The Union shall be notified of the nature and duration of such temporary hiring.

10.02 Temporary employees shall not be used to reduce, displace or eliminate full-time employees.

10.03 Temporary employees shall not establish seniority under this agreement. Temporary employees are not covered by Articles 2.04, 8, 11, 12, 13, 15, 16, 18, and 19. Vacation entitlement and statutory holiday pay shall be governed by the provisions of the *Employment Standards Act*.

Temporary employees who transfer to permanent employment at the end of their temporary term shall be credited with their temporary service and are not required to complete the probationary period outlined in Article 6.01 above providing they have worked in the same classification for a longer period of time than the probation period applicable. Notwithstanding the above, a full-time temporary employee shall be covered by the collective agreement under Articles 12, 14, 15, and 19 in the event that his employment exceeds one (1) year.

Part-Time Employees

- 10.04** A part-time employee is one who is hired to work thirty and one-half (30.5) hours or less of the weekly work period, exclusive of meal periods, as described in Article 7. Employees who work more than 30.5 hours per week for more than 20 weeks in each calendar year (commencing in 2001) shall be deemed to have become full-time employees.
- 10.05** Part-time employees are not covered by Articles 2.04 (Work of the Bargaining Unit), 12 (Recognized Holidays), 13 (Vacation), 14 (Sick Leave), and 15 (Benefits). Vacation entitlement and statutory holiday pay shall be governed by the provisions of the *Employment Standards Act*.
- Part-time and temporary employees who are required to work on a paid holiday shall be paid at the rate of one and one-half (1-1/2) times their regular rate for all hours worked.
- 10.06** The Employer shall contribute 50% of the premium for part-time employees who choose to enroll with respect to the extended health and dental benefits under the existing insurance plan subject to the limitations set out in Article 15 (benefits).
- 10.07** Part-time employees may work full-time hours without affecting their part-time status when covering an employee due to absence for long-term illness, workers' compensation or an approved leave of absence greater than 30 days.
- 10.08** Part-time employees shall be paid 3.46% of their regular wages in lieu of holiday pay on every cheque.
- 10.09** Part-time employees shall be paid 4% of their gross earnings weekly as vacation pay. After a part-time employee has accrued 9,625 hours of service, the percentage amount shall be increased to 6%. Part-time employees are entitled to two (2) weeks' unpaid vacation time each year, or three (3) weeks as may be applicable.

ARTICLE 11

LEAVES OF ABSENCE

Bereavement

- 11.01** a) A regular employee will be granted up to five (5) scheduled working days' leave of absence with pay for the purpose of making arrangements and attending the funeral in the event of the death of spouse, children, father or mother. For greater clarity, "spouse" includes common-law spouse and "children" includes stepchildren.
- b) A regular employee will be granted up to three (3) scheduled working days' leave of absence with pay for the purpose of making arrangements and attending the funeral in the event of the death of a member of his/her immediate family which shall be limited to brother, sister, father-in-law, mother-in-law, grandmother, grandfather, grandchild, brother-in-law, or sister-in-law.

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- c) Such possible day or days' leave of absence described in paragraph (a) and (b) of this Article shall be between the day of death and the funeral inclusive.
- d) The above is subject to the provision that the employee shall not receive any additional day or days' leave or pay because the death and/or arrangements and funeral occurred on a statutory holiday, or during his/her vacation, or during any leave of absence without pay.
- e) Upon request, bereavement leave with or without pay may be granted or extended in special circumstances not covered by this Agreement.

Personal Leave

11.02 Application for an unpaid leave of absence of up to twelve (12) months shall be granted by the Employer providing that such leave can be arranged without interference with the efficient operation of the newspaper. The employer shall consider all requests in a fair manner. Where possible, all leaves must be requested in writing no less than thirty (30) days before commencement of the leave. An employee on leave under this clause shall have his benefits continued if he pays the full cost of the premium. An employee on leave under this clause shall cease to accrue seniority and service after thirty (30) calendar days of the commencement of the leave (after ninety (90) days if the leave is for an approved union leave or work related educational leave).

Jury Leave

11.03 When an employee who has completed their probationary period is called for jury duty, he shall receive for each day absent from regularly scheduled working hours, the difference between regular pay lost and the amount of jury fee received, providing the employee furnishes the Employer with a notice (or notices) from the jury office showing the dates of service and the amount of any fee received. On such days, the employee must work regularly scheduled hours that remain possible as a result of when such jury duty starts and finishes. The employee shall call his supervisor to ascertain whether it is necessary to report for work.

Union Leave

11.04 Upon three (3) weeks' written notice the Employer may grant leave of absence without pay to not more than two (2) employees at any one time and not more than one (1) per department if the employee has been elected as a delegate to conventions or conferences of the Unifor of Canada, Ontario Federation of Labour, Canadian Labour Congress, or Local Labour Council or Local 87-M meetings. Such leaves shall not exceed seven (7) days in duration.

11.05 If an employee is elected or appointed to any office or position of the Unifor, CLC, or office or position of a local of the Unifor, such employee on request will be granted a leave of absence without pay, for a period of not longer than two (2) years which may be extended by mutual agreement and shall be reinstated to the same or a comparable position upon the expiration of such leave. No more than one (1) employee may be absent simultaneously on such leave. During the period of leave seniority shall accrue, however, such time absent shall not be considered service time for the computation of benefits

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dependent on length of service and anniversary increases. Credited service for the purpose of the Pension Plan shall be governed by the rules of the plan.

Pregnancy and Parental

11.06 The Employer shall grant pregnancy and parental leave in accordance with the terms and conditions of the *Employment Standards Act*.

ARTICLE 12

RECOGNIZED HOLIDAYS

12.01 (a) The Employer recognizes the following as paid holidays:

- | | |
|----------------|--|
| New Year's Day | Family Day |
| Good Friday | Victoria Day |
| Canada Day | Civic Holiday (1 st Monday in August) |
| Labour Day | Thanksgiving Day |
| Christmas Day | December 26th |

To be eligible for Holiday pay an employee must have worked his scheduled shift immediately preceding and following the holiday. An employee who agrees to work on the public holiday and who, without reasonable cause, fails to report and perform work is not eligible to receive holiday pay. Note: if the government repeals the holiday, Family Day will be deleted from the contract.

(b) The Employer shall continue to recognize the two(2) Chinese New Year days as paid holidays. However, should the Employer, in the future, decide to publish on such days, it is recognized that the Employer has the right require employees to work such days and to schedule two (2) alternate working days as paid days off for those who are required to work prior to the end of the calendar year in which the paid holidays fall. If an employee who is entitled to such an alternate day(s) is not scheduled such alternate paid day(s) off before the end of the year he shall be paid the equivalent of one (1) day's pay at the employee's regular rate. Notwithstanding the Employer's right to schedule alternate holiday(s) an employee, at his option, may schedule such alternate holiday to fall immediately before or after his vacation provided that an alternate date has not been previously scheduled by the Employer.

To be eligible for Chinese New Year Holiday pay an employee must have worked his scheduled shift immediately preceding and following the holiday.

12.02 An employee who is scheduled to work on a holiday under 12.01(a) shall at his option be paid at one and one half (1-1/2) his hourly rate for all hours worked on a recognized holiday. Alternatively, employees may be given an alternate day off with pay on a mutually agreeable day provided such alternate day is scheduled not later than twelve months after the actual holiday.

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- 12.03** An employee whose regular time off falls on a holiday shall receive at the employee's option, equivalent paid time off or shall receive one (1) day's pay at straight time. Scheduling of equivalent time off shall be by mutual consent however any banked holidays must be taken or paid out by the end of the first month after the end of each calendar year.
- 12.04** For the purposes of Article 12.02 the shift corresponding to the paid holiday shall be identified by the date on which falls the starting time of the shift.
- 12.05** For hourly rated employees, holiday pay shall be calculated as the employee's regular rate multiplied by the regular (non-overtime) hours normally worked per day by the employee. Where a dispute arises regarding the employee's regular (non-overtime) hours normally worked per day, the Employer will determine the hours on as the average of the regular (non-overtime) hours worked by the employee in the twelve (12) weeks preceding the Holiday.
- 12.06** Advertising salespersons holiday pay for a day's pay shall be calculated as follows:
- i. one day's base salary rate plus
 - ii. one day's average commission based upon the average daily commission paid to the employee in the preceding three months.

ARTICLE 13

VACATIONS

Paid Vacation

- 13.01** Vacation time shall be subject to the employer's staffing requirements and must be approved by the employer. Vacation requests shall be submitted annually according to the vacation policy and will be considered on a first come/first served basis. Annual vacation time must be taken before March 31st of the following year or that time will be lost. This shall not apply to an employee who has been unable to take all vacation entitlement due to business demands at the request of the employer. In that case vacation outstanding will be paid out the first payroll following March 31st. The employer will provide the union with a summary of vacation pay cash outs for bargaining unit employees following March 31st.
- 13.02** "Vacation time" will not be cumulative from year-to-year.
- 13.03** "Vacation time" and "vacation pay" shall be calculated as follows:
- (a) An employee who has passed their probationary period but has less than five (5) years continuous service on his/her anniversary date shall be paid four percent (4%) of his/her gross pay as vacation pay and shall be entitled to ten (10) days off work as vacation time.

Sing Tao Newspapers (Canada 1988) Limited

- (b) An employee with five (5) years but less than ten (10) years of continuous service on his/her anniversary date shall be paid six percent (6%) of his/her gross pay as vacation pay and such an employee shall be entitled to fifteen (15) days off work as vacation time.
- (c) An employee with ten (10) or more years of continuous service on his/her anniversary date shall be paid eight percent (8%) of his/her gross pay as vacation pay and shall be entitled to twenty (20) days off work as vacation time.
- (d) An employee shall receive an additional paid vacation day for each year of completed service after the conclusion of the tenth (10th) year of continuous service to a maximum of five (5) vacation days at the completion of the employee's fifteenth (15th) year of service. The employee shall receive an additional .4% of gross pay for each additional day of vacation entitlement to a maximum of 2%.

13.04 "Gross pay" referred to in Article 13.03 is defined as the employee's total regular wages including, overtime wages, commission, and bonuses (and, for the sake of clarity - excluding vacation pay) received by the employee in the calendar year.

13.05 An employee shall be entitled to schedule up to two (2) of his vacation weeks in blocks of at least one (1) week at a time.

13.06 In arranging the vacation schedule the Employer shall determine the number of employees needed at all times in order to maintain an efficient and orderly operation. The employer shall consider employee preferences in establishing the vacation schedule.

ARTICLE 14

SICK BENEFIT

14.01 Employees are required, as a condition of continued employment, to attend work regularly and as scheduled. When unable to attend, the employee will contact the Department Head or his designate as soon as possible in advance of his scheduled starting time, giving the reason he is unable to attend, the date of his expected return and details of where he can be reached.

14.02 An employee who has passed his or her probation period and who is prevented from working due to bona fide illness or injury shall be reimbursed at one hundred percent (100%) of his or her regular rate of pay less deductions required by law for a period of two (2) weeks beginning on the first day of absence. An Employee in the hourly rated group shall receive daily benefits based on his average daily pay in the twelve (12) weeks preceding the week in which the absence occurs.

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

- (a) An employee must cooperate with all efforts of the Employer to return the employee to work with or without reasonable accommodation as appropriate. Moreover, an employee must take all proper steps to ensure the earliest possible

Sing Tao Newspapers (Canada 1988) Limited

return to work including attendance at a qualified physician and the following a prescribed treatment program.

- (b) An employee must not have otherwise been absent for work as a result of layoff, strike, suspension, discharge, scheduled vacation or holiday, or scheduled leave of absence under any of the provisions of the collective agreement.
- (c) An employee must submit a physician's medical report satisfactory to the Employer where reasonable, and in any event, on the third (3rd) day of an absence.
- (d) The bona fide illness or injury must not be as a result of self-inflicted injuries or illnesses, medical or surgical care which is cosmetic or the committing or the attempt to commit an assault or a criminal offence.

14.04 There shall be no entitlement to sick benefits if it is subsequently determined that the Employee was absent from work as a result of the same illness or injury for which the employee is receiving *Workplace Safety and Insurance Act* benefits. Any resultant overpayment shall be recovered from the employee's pay.

14.05 Employees shall be required to reimburse the Employer on the settlement or judgment of any legal action (respecting damages for lost income) arising of the employees injury or illness when amounts paid out under the Employer's sick leave plan in conjunction with such settlements or judgments, would have the effect of paying the employee more than 100% of his lost income.

14.06 Employees may draw upon existing vacation credits or compensation for time owed to maintain income at 100% of regular wages.

14.07 Employees are entitled to holiday and vacation pay while in receipt of sick pay.

ARTICLE 15

BENEFIT PLANS

15.01 During the term of the Agreement, the Employer agrees to contribute one hundred percent (100%) of the billed premiums towards the coverage of eligible employees in the employ of the Employer under the Employer benefit plan. All coverages are subject to the conditions set out in the benefits plan.

15.02 It is understood that the benefit plans are not part of this Agreement and are not subject to the grievance and arbitration procedure. However, the Employer guarantees that the plan which it purchases during the term of the collective agreement shall provide benefits at the level equivalent to that currently enjoyed by employees and the issue of level of coverage may be the subject of a policy grievance under Article 24.

15.03 Benefits shall discontinue in accordance with the limitations as specified in the applicable benefit plan. Where no such limitation is expressly set out in the plan benefits shall

Sing Tao Newspapers (Canada 1988) Limited

discontinue at the end of the month following the month in which the employee ceases to be actively at work save and except as otherwise required by law.

ARTICLE 16

PENSION

16.01 The Company shall during the life of this Agreement maintain the pension plan in effect at the signing of the Agreement or a plan providing at least equal benefits. The current level of matching contributions under the plan, applicable to employees hired prior to March 11, 2010 are (subject to limitations required by law):

- From one (1) full year to less than five (5) years service; employee/Company matching contributions each up to 5% of basic salary
- Five (5) to less than ten (10) years service: employee/Company matching contribution up to 5% of basic salary plus an additional 2.5% Company contribution if the employee makes a contribution.
- Ten (10) or more years service: employee/Company matching contribution up to 5% of basic salary plus an additional 5% Company contribution if the employee makes a contribution.

New hires (employees hired on and after March 11, 2010) will participate in the Company pension plan as follows:

- employee/Company matching contributions each up to 5% of basic salary

16.02 There shall be a joint Union-management advisory committee of at least two (2) members from each party (i.e. including one (1) bargaining unit member from each of Sing Tao Daily Limited and Sing Tao Newspapers (Canada 1988) Limited, appointed by the Union) for the purpose of monitoring investment decisions and rate of return and providing information to the members of the plan.

ARTICLE 17

SENIORITY & SERVICE

Seniority Defined

17.01 Seniority means length of continuous service. Full-time employees shall accrue seniority from date of hire. Seniority for part-timers shall be based on hours worked commencing June 1, 2000. For all time worked prior to June 1, 2000 by part-time employees seniority shall be based upon date of hire divided by two. Temporary employees shall not accumulate seniority. When two (2) or more employees commence work in the same seniority group on the same day, the procedure for establishing their relative seniority shall be based upon a coin-flip.

Sing Tao Newspapers (Canada 1988) Limited

Continuous Service Broken

17.02 Continuity of service shall be considered broken, seniority lost and employment terminated when an employee:

- (i) resigns, retires or is discharged, or in the case of an employee who has completed his probationary period, is discharged for just cause; or
- (ii) is laid off by the Company for a period exceeding one (1) year; or
- (iii) fails to report for work after the end of an authorized leave of absence unless a satisfactory explanation is given; or
- (iv) fails to notify the Company of his intention to return to work within three (3) days after notification of recall from layoff as provided in Article 18.10 or fails to report to work within two (2) weeks of recall from layoff; or
- (v) is absent without contact with the Company for three (3) consecutive shifts, unless a satisfactory explanation is given; or
- (vi) is absent due to illness or injury for a period of more than twenty-four (24) months subject to the Company having met its obligations pursuant to the *Human Rights Code*.

17.03 It shall be the responsibility of an employee to keep the Company advised, in writing, of his current address. The Company shall be deemed to have given an individual on layoff notice of recall by sending notice of recall by registered mail to the last address supplied by the individual. Such notice shall include the date and time at which the individual is to report to work. Such notice shall be deemed to be received upon the date the Company Letter or Canada Post notice is delivered as established by Canada Post (registered mail).

Combination of Part and Full-Time Service

17.04 Part-time employees who become full-time employees shall be credited for part-time service by having a seniority calendar date established on the actual hours worked (save and except service prior to June 1, 2000 shall be calculated at 50% for the purposes of determining seniority). Full-time employees who become part-time employees shall be credited on the basis of 1,925 hours per year of service.

Seniority Lists

17.05 The Company agrees to maintain seniority lists for regularly employed full-time employees and separate lists for regularly employed part-time employees. The lists will show the date from which seniority accumulates for each employee. An updated copy of the listings will be provided to the Guild during the month of April of each year.

The name of a regular full-time or regular part-time employee shall be placed on the appropriate seniority list next published following successful completion of the probationary period of such employee.

Service Outside the Bargaining Unit

- 17.06** An employee who transfers into the bargaining unit and who may have previous service and/or seniority with the Company outside the bargaining unit shall, subject to Article 8.06, start to accrue seniority for the purposes of the Collective agreement from the date of entry into the bargaining unit.
- 17.07** Article 17.06 shall not apply to employees of the Sing Tao Daily Limited bargaining unit who shall be credited with seniority for service with that Company.

ARTICLE 18

LAYOFFS

- 18.01** When it is determined by the Employer that a reduction in the workforce is necessary which will last more than one (1) week, not less than two (2) weeks notice shall be given to the Union and the employees affected. For layoffs of less than one (1) week, notice shall be provided in accordance with the *Employment Standards Act*.
- 18.02** The Employer will give the Union and employees as much advance notice as practicable of technological change which can reasonably be anticipated to necessitate a staff reduction affecting employees in the bargaining unit, but in any event the Employer will enter into discussions with the Union as to reducing the disruption of employment and the feasibility of employing existing staff in connection with the new technology. Present employees will be given a reasonable period for training in order to become proficient on the new equipment. In no case shall such period exceed three (3) months.
- 18.03** Layoffs of any employee(s) within any classification shall be based upon reverse seniority provided the remaining employees have sufficient skills, qualifications, and ability to perform the work.
- 18.04** Within the notice period mentioned above, the Employer shall accept requests for voluntary resignations from other employees in the work classification groups involved. Such employees shall be paid severance pay in accordance with the provisions of the collective agreement. Where the number of requests for voluntary resignations in the applicable classification exceed the number of layoffs, the Employer will accept such requests on the basis of seniority.
- 18.05** Prior to requiring a layoff, the affected employee(s) shall be offered the opportunity to be placed into any bargaining unit vacancy for which he or she has the necessary skills, qualifications, and ability to perform the job.
- 18.06** An affected employee may bump the most junior employee in an equivalent or lower classification provided the position is held by a more junior employee and provided he or she has the proven skill, qualifications, and ability to competently perform the job. Any employee wishing to bump must do so within one (1) week of receiving their notice of layoff if notice is required to be provided in accordance with Article 18.01.

Sing Tao Newspapers (Canada 1988) Limited

- 18.07** An employee who bumps into a position in an equivalent or lower classification shall be paid no less than his or her current rate, or the maximum for that classification, whichever is less.
- 18.08** The person so displaced may exercise a similar right to bump in accordance with Article 18.06 within one (1) week.
- 18.09** Any employee who is laid off under this Article shall receive no less than the notice provided for in Article 18.01.
- 18.10** Recall of bumped or laid off employees to available vacancies in their previously held positions shall prevail over Article 8 (Hiring, Promotion & Transfer). Affected employees shall be offered reinstatement to employment in the classification held prior to layoff on the basis of seniority, in reverse order of their layoff, provided they have the skills, qualifications, and ability to perform the available work, before other help may be employed. Notification of recall shall be by letter addressed to his or her last known address on the Employer's records with a copy sent to the Union. The recall rights will not extend for a period longer than twelve (12) months.
- 18.11** During layoff, seniority shall not be broken but shall not accrue, subject to the time limits specified under Article 17.02 (ii).
- 18.12** Full-time employees may bump part-time employees subject to the restrictions and provisions set out in Article 18.06 above. Part-time employees may not bump full-time employees.
- 18.13** Full-time employees may decline recall to a part-time position without affecting their recall rights. However full-time employees who accept recall to a part-time vacancy (which they can fill in accordance with the restrictions set out in Article 18.10) shall have priority to the next full-time vacancy (which they can fill in accordance with the restrictions set out under Article 18.10) over other employees, including more senior employees, who declined recall to a part-time position.
- 18.14** Any period of employment for which severance pay has actually been paid, shall not be counted as service in calculating the amount of severance pay which may again become due after reinstatement to employment or in the calculation of eligibility for any other benefits based on length of service.

ARTICLE 19

SEVERANCE PAY

- 19.01** (a) Upon termination of employment, except for cause, an employee shall receive severance pay in a lump sum equal to one (1) week's pay for every six (6) months of continuous service or major fraction thereof with the company, but not in excess of fifty-two (52) weeks pay.

Sing Tao Newspapers (Canada 1988) Limited

- (b) Employees who accept notice of layoff or bumping or volunteer to accept layoff under Article 18.04 shall receive severance pay under this Agreement.
- (c) In the event of dismissal because of technological change, an employee shall receive severance pay in a lump sum equal to one (1) week's pay at the current wage rate for his position for every five (5) months of continuous service or major fraction thereof with the company, but not in excess of fifty-two (52) weeks pay.
- (d) Part-time employees will have their weekly pay rate determined for the purposes of this Article by an average of weekly earnings over the previous twelve (12) months of employment in the bargaining unit.

19.02 Any lump sum payment made under this Article may be deferred up to twenty-four (24) calendar months at the employee's request.

19.03 Any period of employment for which dismissal pay has actually been paid, and not refunded, shall not be counted as service in calculating the amount of dismissal pay which may again become due after reinstatement to employment.

19.04 The calculation of severance pay for sales staff shall include average commission earnings for the previous twelve (12) months of employment.

ARTICLE 20

EXPENSES

20.01 The Company shall reimburse all authorized expenses incurred for meals, accommodation, car rental, parking lots and meters, taxi and travel upon provision of a receipt by the employee (unless the metered parking does not provide a receipt).

20.02 Employees in Circulation and Marketing shall be compensated for use of their personal automobile for travel from the Company's office to a job assignment and back at the rate of fifty (50) cents per kilometre.

20.03 The Employer may agree to reimburse an employee for tuition fees for a job related educational course if a written request is made not less than one (1) month in advance of the course and authorization is granted by the Employer. Courses shall not be authorized if the attendance requirement of the course conflicts with an employee's hours of work. Tuition payments are subject to the employee successfully attending and passing the course. Employees who do not (a) attend all instruction time (in the case of courses where the employee is not evaluated) or (b) do not make all reasonable attempts to attend instruction time or do not successfully pass course requirements (in the case of courses where an employee is subject to evaluation) shall not be reimbursed. In advance of the course an employee shall sign a letter authorizing the Employer to deduct any such education amounts forwarded in advance to the employee from the employee's pay should the employee fail to comply with the above noted requirements.

20.04 The Employer may agree to reimburse members of the outside sales staff for reasonable job related entertainment expenses. In order to be reimbursed an employee must receive

Sing Tao Newspapers (Canada 1988) Limited

prior approval for the expense from their applicable manager or designated supervisor and must submit a receipt.

20.05 The employer shall pay the difference between the personal and business auto insurance to a maximum of \$285 effective upon ratification; (\$285 effective January 1, 2015) provided the employee submits a letter from the insurance company showing the difference and demonstrating proof of payment.

20.06 Employee parking to attend work at the 221 Whitehall location shall be without charge.

ARTICLE 21

HEALTH & SAFETY

21.01 A labour-management health and safety committee shall be maintained consisting of equal representation of Bargaining Unit employees and representatives of the Company. The committee will cover all bargaining unit staff of Sing Tao Daily Limited and Sing Tao Newspapers (Canada 1988) Ltd. and the number of official Committee representatives from either party shall not exceed four (4) from each Company. The committee members may agree to use sub-committees to deal with departmental issues where appropriate.

21.02 The Employer shall reimburse pressmen, bundlers, and helpers in the Printing Department up to \$160 for the purchase of CSA approved "Green Patch" safety shoes. In order to qualify for reimbursement the employee must submit a receipt and his current safety shoes. Pressmen shall be entitled to shoe replacement each 12 months and platemakers, bundlers and helpers shall be entitled to shoe replacement each 18 months. Pressmen, platemakers, bundlers and helpers serving their probationary period shall be required to purchase safety shoes at their own expense. This cost shall be reimbursed (up to \$160) to the probationary employee upon the successful completion of the probationary period.

ARTICLE 22

SALES COMMISSIONS

22.01 The Company shall maintain its current practice of assigning and reassigning accounts. Any changes to this practice will be made in good faith and with prior consultation with the affected salespersons and the Union.

22.02 The Company shall maintain its current levels of sales quotas and commission rates. Changes may be made with the consent of the affected salespersons and the Union. For the sake of clarity, a sales quota is the minimum sales figure a salesperson must achieve before sales commissions come into effect.

22.03 The Company shall credit salespersons with commission on collected accounts up to a limit of four (4) months from the date of invoice.

ARTICLE 23

MISCELLANEOUS

- 23.01** The Company agrees to provide a bulletin board for employees covered by this contract. The bulletin board will be used for legitimate Union business. Posting of notices which are derogatory to the Company shall not be permitted.
- 23.02** When the Company introduces a new job classification it shall set the rates subject to the right of the Union to dispute the rate and, if necessary, refer the matter to arbitration.

ARTICLE 24

GRIEVANCE & ARBITRATION PROCEDURE

- 24.01** A "grievance" means a difference arising from the interpretation, or claimed violation of any terms of this Agreement. Should a grievance arise between the Employer and the Union or its members the matter shall be handled as a grievance under the following procedure. It is agreed that it is important that differences are brought forward quickly and that sincere efforts are made to resolve them without undue delay and that both parties shall endeavor to settle the dispute at Step 1 of the following procedure.
- 24.02** In the case of an employee grievance or group of identical employee grievances, the following procedure shall be observed:

STEP 1

An employee, accompanied by an Union representative, if desired, shall within fifteen (15) working days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the grievor, raise the matter orally with the immediate supervisor or his/her designate, as appropriate. If a satisfactory settlement is not reached within five (5) working days the grievance may proceed to Step 2.

STEP 2

If a satisfactory settlement is not reached at Step 1 then the grievance must be presented in writing, within five (5) working days of the completion of Step 1, to the General Manager or his/her designate, who will convene a grievance meeting to discuss the matter within five (5) working days of the presentation of the grievance. Union representation shall consist of the grievor, Union steward and, if necessary, the Local Representative of the Union. The Step 2 reply shall be given in writing within ten (10) working days of the grievance meeting.

- 24.03** It is agreed that the time limits and all of the requirements of the grievance and arbitration procedure are to be considered mandatory. In the event of failure to act within the time limits, or to follow the required procedure of the grievance procedure the grievance shall be deemed to have been abandoned. Any time limit or procedure in this Collective agreement may be extended or abridged by the mutual agreement of the parties in writing.

Sing Tao Newspapers (Canada 1988) Limited

- 24.04** A Union, management or policy grievance may be initiated at Step 2.
- 24.05** Where no reply is given to a complaint or a grievance under the grievance procedure within the time limits specified, the Union or the Employer, as the case may be, shall be entitled to submit the complaint or the grievance to the next step in the grievance procedure, or to arbitration, as the case may be.
- 24.06** Whenever any time limit is established in this Article such time limit shall be deemed to be exclusive of Saturdays, Sundays and recognized holidays.

Arbitration

- 24.07** The arbitration procedure may be invoked only at the written request of either party hereto and provided this request is submitted within twenty (20) days from the date of receipt of the final answer in the grievance procedure.
- 24.08** The party requesting arbitration will submit to the other party the names of single arbitrators and the other party will reply, either accepting one of the proposed arbitrators or submitting a list of single arbitrators, within ten (10) days of receipt of the moving party's list. If the parties cannot agree on a single arbitrator within a further (10) days, then the Minister of Labour for the Province of Ontario will be asked to appoint an arbitrator to hear the matter.
- 24.09** If either party requests an arbitration board, the procedure will be followed as per Articles 24.06 and 24.07 by appointing a nominee to an arbitration board.
- 24.10** Each party shall bear the expenses of its appointee, if used, and will jointly share the expense of the chairperson or single arbitrator.
- 24.11** The single arbitrator or arbitration board shall not have the power to alter or change any of the provisions, nor to give any decision inconsistent with the terms or provisions of this Agreement.

ARTICLE 25

DURATION & RENEWAL

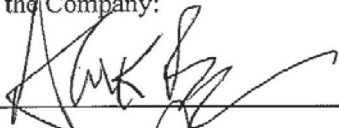
- 25.01** This Agreement shall become effective (except as provided herein) on January 1, 2019. This Agreement shall terminate on December 31, 2021. It shall be binding upon the successors and assigns of both parties.


Within ninety (90) days prior to the termination of this Agreement, the Company or the Union may open negotiations for a new Agreement to take effect upon the expiry of this present Agreement.


Sing Tao Newspapers (Canada 1988) Limited

Signed this 3rd day of May, 2019 at Markham.

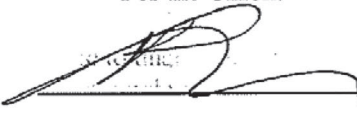
For the Company:

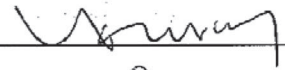


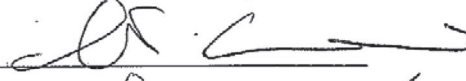






For the Union:











Sing Tao Newspapers (Canada 1988) Limited

SUPPLEMENTAL AGREEMENTS AND LETTERS

LETTERS OF UNDERSTANDING

RE: Company Ticket Bonus Policy	Page 27
RE: Bundlers and Press Helpers Premium	Page 27
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Sing Tao Newspapers (Canada 1988) Limited

Letter of Understanding

Between:

Sing Tao Newspapers (Canada 1988)
Limited

-and-

Unifor Local 87-M Southern
Ontario Newsmedia Guild

Mike Sullivan
National Representative
CEP, Local 87-M
5915 Airport Rd.
Mississauga, ON L4V 1T1

Dear Mike:

The Company agrees to continue the current
airline ticket bonus policy in effect for the
life of this collective agreement.

Yours truly,

Louis Cheng
President

and only until such time as it exceeds the
amount payable under the agreement.

Yours truly,

Louis Cheng
President

Letter of Understanding

Between:

Sing Tao Newspapers (Canada 1988)
Limited

-and-

Unifor Local 87-M Southern Ontario
Newsmedia Guild

Mike Sullivan
National Representative
CEP, Local 87-M
5915 Airport Rd.
Mississauga, ON L4V 1T1

Re: Article 8.08

Dear Mike:

It is understood that if the company wishes
to deal with a performance or disciplinary
issue concerning a bargaining unit
employee, which occurs while the employee
is in an acting management position, it shall
only respond in one of two ways. The
company shall either reassign the employee
back to his or her bargaining unit position
or, if a severe disciplinary response is
required, terminate employment. In the case
of termination, the employee may grieve the
dismissal pursuant to article 8.08.

Yours truly,

Louis Cheng
President

Letter of Understanding

Between:

Sing Tao Newspapers (Canada 1988)
Limited

-and-

Unifor Local 87-M Southern Ontario
Newsmedia Guild

Mike Sullivan
National Representative
CEP, Local 87-M
5915 Airport Rd.
Mississauga, ON L4V 1T1

Dear Mike:

The Company agrees to continue the
practice of paying bundlers and press
helpers a premium for Sunday and holiday
work, but only those receiving it at the
commencement of the strike (March 2001)

Letter of Understanding
(Outside the Agreement)

Between:

Sing Tao Newspapers (Canada 1988) Limited

Sing Tao Newspapers (Canada 1988)
Limited

-and-

Unifor Local 87-M Southern Ontario
Newsmedia Guild

Mike Sullivan
National Representative
CEP, Local 87-M
5915 Airport Rd.
Mississauga, ON L4V 1T1

Re: Reductions of Part Time Shifts

Dear Mike:

When the company determines it is necessary to permanently reduce the number of regular shifts for a classification of part time employees, the company shall ask first for volunteers. In the event that an insufficient number of staff volunteer to have shifts reduced, then the company shall reduce shifts on the basis of reverse seniority within that classification, provided those employees remaining are qualified to perform the work.

Yours truly,

Louis Cheng
President

Letter of Understanding

Between:

Sing Tao Newspapers (Canada 1988)
Limited

-and-

Unifor Local 87-M Southern Ontario
Newsmedia Guild

Mike Sullivan
National Representative
CEP, Local 87-M
5915 Airport Rd.
Mississauga, ON L4V 1T1

Re: Acting Management Assignments

Dear Mike:

The employer shall continue, for the duration of the collective agreement, to pay the ten (10) per cent salary premium to current bargaining unit staff who have been assigned to perform management duties on a temporary basis in the roles of Deputy Editor and/or Production Manager (Days). For any other bargaining unit employees who may be requested to perform any management duties on a temporary basis, the employer may negotiate a different arrangement with that employee who shall be assisted and represented by the union. It is understood that any bargaining unit employee may decline an assignment to management duties.

Yours truly,

Louis Cheng
President

Letter of Understanding

Between:

Sing Tao Newspapers (Canada 1988)
Limited

-and-

Unifor Local 87-M Southern Ontario
Newsmedia Guild

Mike Sullivan
National Representative
CEP, Local 87-M
5915 Airport Rd.
Mississauga, ON L4V 1T1

Dear Mike:

Re: Shift Times

The company agrees that it shall not change shift times except for legitimate operational reasons.

Yours truly,

Louis Cheng
President

Sing Tao Newspapers (Canada 1988) Limited

Letter of Understanding

Between:

Sing Tao Newspapers (Canada 1988)
Limited

-and-

UniforLocal 87-M Southern Ontario
Newsmedia Guild

Mike Sullivan
National Representative
CEP, Local 87-M
5915 Airport Rd.
Mississauga, ON L4V 1T1

Dear Mike:

Re: Press Helpers

With reference to the work schedule provided by the company to the union on December 15, 2006, the company will schedule the full time hourly press helpers with as close to 38.5 hours of work each week as is possible provided the operational requirements and products remain the same.

A third press helper will assist on the Saturday a.m. shift beginning at 4:30 a.m.

Yours truly,

Louis Cheng
President

LETTER OF UNDERSTANDING

March 11, 2010

Mike Sullivan
National Representative
CEP, Local 87-M
5915 Airport Rd.
Mississauga, ON L4V 1T1

Dear Mike:

Re: Pension and Benefits

For the sake of clarity, it is understood that an employee participating in the group

benefits plan shall continue coverage under the plan beyond age 64 except that he or she shall not participate in extended health or long term disability coverage. The employee may also continue participating in the Group Pension plan. It is understood that in order to fill the obligations described above the Company will comply with any and all statutory obligations as well as pension plan requirements in accordance to CRA rules.

Yours truly,



Alan K. Bower
Director of Labour Relations
Star Media Group

LETTER OF UNDERSTANDING

March 11, 2010

Mike Sullivan
National Representative
CEP, Local 87-M
5915 Airport Rd.
Mississauga, ON L4V 1T1

Dear Mike:

Re: Benefits Costs and Downloading

In the course of bargaining for the renewal of the collective agreement, the parties agreed that the Company has no obligation for any costs associated with or resulting from any action taken by the Provincial or Federal governments that would result in a cost to an individual for health care coverage ("downloading") on or after March 21, 2010. Specifically, this letter confirms that the Company and the Union agree that the collective agreement does not contemplate that any costs resulting from downloading being covered by the collective agreement and agrees that should any downloading occur, these costs will not be the responsibility of the Employer. The Union also agrees that it will not bring

Sing Tao Newspapers (Canada 1988) Limited

forward any grievances either on behalf of employees or by the Union asserting that the Employer has any obligation for any costs resulting from downloading.

Yours truly,



Alan K. Bower
Director of Labour Relations
Star Media Group

LETTER OF UNDERSTANDING

February 17, 2013

Howard Law
National Representative
CEP, Local 87-M
5915 Airport Rd.
Mississauga, ON L4V 1T1

Dear Howard:

Re: Team Leader Job Differential

This letter confirms the agreement reached during collective bargaining that the Employer will eliminate the existing folder person premium and will create a team leader job differential.

Effective on the decommissioning of the Power Street press room, the folder person premium will cease to be paid.

Commencing no later than April 30, 2013, a Team Leader job differential of \$2.50 per hour worked will be paid to the Press Operator who is designated as the Team Leader on each shift. The pay administration for the Team Leader Job Differential will be consistent with the pay administration practices for the folder person premium.

The Employer reserves the right to determine the job duties and scope of supervisory responsibility of the Team Leader, in a manner consistent with Article 2.

During the period where the Employer is running the Power Street and Markham Street concurrently (the "parallel run period"), all Press Operators in the Training Group will be given an equitable opportunity to perform the Team Lead role, without job differential (the "rotation"). There will be no exclusion of a Press Operator from the Team Lead rotation on the basis of leadership skills.

No later than April 30, 2013, the Employer will determine which of the Incumbent Press Operators (who are not surplus) possess the skills, abilities and qualifications for the Team Leader designation. Where an Incumbent Press Operator is not qualified by that date for the Team Leader designation, the Company and the Union will meet to discuss a process to help that Press Operator develop the necessary skills to obtain that designation.

Assignments to the Team Leader role will be equitably distributed by the Employer.

Yours truly,



Alan K. Bower
Executive Director, Labour Relations
Star Media Group

LETTER OF UNDERSTANDING

February 17, 2013

Howard Law
National Representative
CEP, Local 87-M

Sing Tao Newspapers (Canada 1988) Limited

5915 Airport Rd.
Mississauga, ON L4V 1T1

Dear Howard:

Re: Contracting Out

In the event that, on or before December 31, 2021, the Employer intends to contract out bargaining unit work which has regularly been performed by bargaining unit employees and which contracting out will result in the layoff of bargaining unit employees, the Employer agrees that it will:

- (a) provide two (2) weeks notice to the Union; and,
- (b) provide eight (8) weeks notice of layoff to impacted employees. It is understood that this eight (8) week period is inclusive of the two (2) weeks notice provided to the Union pursuant to (a).

During the two (2) week notice period provided for above, the Employer agrees to meet with the Union and explain the reasons for the Employer's decision. The Union may advocate to keep the work within the bargaining unit. The company shall not finalize any legally binding agreement with prospective third party contractor(s) during the two week notice period above.

In the event of dismissal because of the contracting out of bargaining unit work, (either because the employee accepts layoff or volunteers to take layoff after notice of contracting out has been given) an employee shall receive severance pay in a lump sum equal to three (3) week's pay at the current wage rate for his position for every year of continuous service or major fraction thereof with the Company, but not in excess of fifty-two (52) weeks pay. It is agreed that the principles of 19.01(d), 19.02, 19.03 and 19.05 of the collective agreement shall apply to any severance amounts paid pursuant to this letter.

I trust this is satisfactory.

Yours truly,



Alan K. Bower
Executive Director, Labour Relations
Star Media Group

LETTER OF UNDERSTANDING

May 3, 2019

Howard Law
National Representative
Unifor
205 Placer Court
Toronto, ON
M2H 3H9

Dear Howard:

Re: Hand Scanning

This letter will confirm that the Employer will not expand the use of the "hand scanning" devices outside of the areas in which these are being used as of the date of ratification of the renewal collective agreement.

I trust this is satisfactory.

Yours truly,



Alan K. Bower
Executive Director, Labour Relations Star
Media Group
Sing Tao Daily Limited

Sing Tao Newspapers (Canada 1988) Limited

APPENDIX A – WAGES (STN)

Classification	Year	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years
Accounting Clerk	2019	731.64	769.96	786.04	800.85	816.93	833.01	
	2020	738.96	777.66	793.90	808.86	825.10	841.34	
	2021	746.35	785.44	801.84	816.95	833.35	849.75	
Advertising Coordinator	2019	731.64	769.96	786.04	800.85	816.93	833.01	
	2020	738.96	777.66	793.90	808.86	825.10	841.34	
	2021	746.35	785.44	801.84	816.95	833.35	849.75	
Chief pressman	2019	1,370.60	1,439.83	1,468.25	1,497.91	1,527.56		
	2020	1,384.31	1,454.23	1,482.93	1,512.89	1,542.84		
	2021	1,398.15	1,468.77	1,497.76	1,528.02	1,558.26		
Circulation asst	2019	731.64	769.96	786.04	800.85	816.93	833.01	
	2020	738.96	777.66	793.90	808.86	825.10	841.34	
	2021	746.35	785.44	801.84	816.95	833.35	849.75	
Classified/Traffic	2019	719.29	757.61	771.21	788.48	803.32	818.17	
	2020	726.48	765.19	778.92	796.36	811.35	826.35	
	2021	733.75	772.84	786.71	804.33	819.47	834.62	
Counter Service	2019	663.68	695.83	710.65	725.49	739.06	753.85	
Clerk	2020	670.32	702.79	717.76	732.74	746.45	761.39	
	2021	677.02	709.82	724.93	740.07	753.92	769.00	

Sing Tao Newspapers (Canada 1988) Limited

Classification	Year	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years
Graphic Artist	2019	746.48	783.55	799.62	815.71	831.76	849.05	
	2020	753.94	791.39	807.62	823.87	840.08	857.54	
	2021	761.48	799.30	815.69	832.11	848.48	866.12	
Inside Sales Rep	2019	771.21	811.98	851.54	905.90			
	2020	778.92	820.10	860.06	914.96			
	2021	786.71	828.30	868.66	924.11			
Lead Hand Helper	2019	657.49	690.87	705.70	718.06	732.89		
	2020	664.06	697.78	712.76	725.24	740.22		
	2021	670.71	704.76	719.88	732.49	747.62		
Lead Hand Helper/ Maintenance	2019	746.48	783.55	799.62	815.71	831.76	849.05	
	2020	753.94	791.39	807.62	823.87	840.08	857.54	
	2021	761.48	799.30	815.69	832.11	848.48	866.12	
Mailroom Inserter	2019	562.93	591.04	602.88	614.92	627.24		
	2020	568.56	596.95	608.91	621.07	633.51		
	2021	574.24	602.92	615.00	627.28	639.85		
Marketing Assistant	2019	663.68	695.83	710.65	725.49	739.06	753.85	
	2020	670.32	702.79	717.76	732.74	746.45	761.39	
	2021	677.02	709.82	724.93	740.07	753.92	769.00	

Sing Tao Newspapers (Canada 1988) Limited

Classification	Year	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years
Marketing Officer	2019	731.64	769.96	786.04	800.85	816.93	833.01	
	2020	738.96	777.66	793.90	808.86	825.10	841.34	
	2021	746.35	785.44	801.84	816.95	833.35	849.75	
MIS Newwork Support	2019	761.31	798.38	814.45	830.53	847.83		
	2020	768.92	806.36	822.59	838.84	856.31		
	2021	776.61	814.43	830.82	847.22	864.87		
N-Page Maker	2019	706.95	742.77	757.61	773.66	788.48	804.57	
	2020	714.02	750.20	765.19	781.40	796.36	812.62	
	2021	721.16	757.70	772.84	789.21	804.33	820.74	
Outside Sales Rep	2019	664.93	692.10	718.06	756.37			
	2020	671.58	699.02	725.24	763.93			
	2021	678.30	706.01	732.49	771.57			
Outside Sales Rep (Team C)	2019	664.93	692.10	718.06	756.37			
	2020	671.58	699.02	725.24	763.93			
	2021	678.30	706.01	732.49	771.57			
Press Operator	2019	814.45	855.24	871.31	889.84	908.39	924.45	943.00
	2020	822.59	863.79	880.02	898.74	917.47	933.69	952.43
	2021	830.82	872.43	888.82	907.73	926.65	943.03	961.95

Sing Tao Newspapers (Canada 1988) Limited

Classification	Year	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years
Proof Reader	2019	706.95	742.77	757.61	773.66	788.48	804.57	
	2020	714.02	750.20	765.19	781.40	796.36	812.62	
	2021	721.16	757.70	772.84	789.21	804.33	820.74	
Senior Graphic Artist	2019	870.08	914.54	930.63	950.42	971.41		
	2020	878.78	923.69	939.94	959.92	981.12		
	2021	887.57	932.92	949.34	969.52	990.94		
Traffic Coordinator	2019	765.02	803.32	819.40	836.71	851.54		
	2020	772.67	811.35	827.59	845.08	860.06		
	2021	780.40	819.47	835.87	853.53	868.66		
Typist	2019	643.91	676.03	689.62	704.47	720.54		
	2020	650.35	682.79	696.52	711.51	727.75		
	2021	656.85	689.62	703.48	718.63	735.02		
Plate maker	2019	17.84	18.72	19.13	19.47	19.88	20.24	
FT Hrly	2020	18.02	18.91	19.32	19.66	20.08	20.44	
	2021	18.20	19.10	19.51	19.86	20.28	20.65	
Printer-Helper	2019	14.64	14.90	15.11	15.31			
FT hrly	2020	14.79	15.05	15.26	15.46			
	2021	14.93	15.20	15.41	15.62			

Sing Tao Newspapers (Canada 1988) Limited

Classification	Year	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years
Printing Assistant	2019	18.15						
	2020	18.33						
	2021	18.51						
Counter Service Clerk (PT)	2019	17.22	18.05	18.45	18.79	19.18	19.54	
	2020	17.39	18.23	18.63	18.98	19.37	19.74	
	2021	17.57	18.41	18.82	19.17	19.57	19.93	
Mailroom Inserter (PT)	2019	14.62	15.35	15.65	15.97	16.30		
	2020	14.77	15.50	15.81	16.13	16.46		
	2021	14.91	15.66	15.96	16.29	16.63		
MIS Suport (PT)	2019	16.71						
	2020	16.88						
	2021	17.05						
Pagemaker (PT)	2019	18.30	19.26	19.63	20.07	20.43	20.83	
	2020	18.48	19.45	19.83	20.27	20.63	21.04	
	2021	18.67	19.65	20.02	20.47	20.84	21.25	
Plate Maker/ Maintenance (PT)	2019	17.80	18.69	19.09	19.42	19.83	20.20	
	2020	17.98	18.88	19.28	19.61	20.03	20.40	
	2021	18.16	19.07	19.47	19.81	20.23	20.61	

Sing Tao Newspapers (Canada 1988) Limited

Classification	Year	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years
Proof Reader (PT)	2019	18.32						
	2020	18.50						
	2021	18.69						
Telemarketer (PT)	2019	11.73						
	2020	11.85						
	2021	11.97						
Typist (PT)	2019	16.71	17.53	17.87	18.25	18.69		
	2020	16.88	17.71	18.05	18.43	18.88		
	2021	17.05	17.88	18.23	18.62	19.07		

Note 1: Part-time employees in the above classifications shall be paid at hourly rates equivalent to the weekly rate.

Sing Tao Newspapers (Canada 1988) Limited

星島報業(加拿大1988)有限公司(STN)
(以下簡稱“公司”)

及

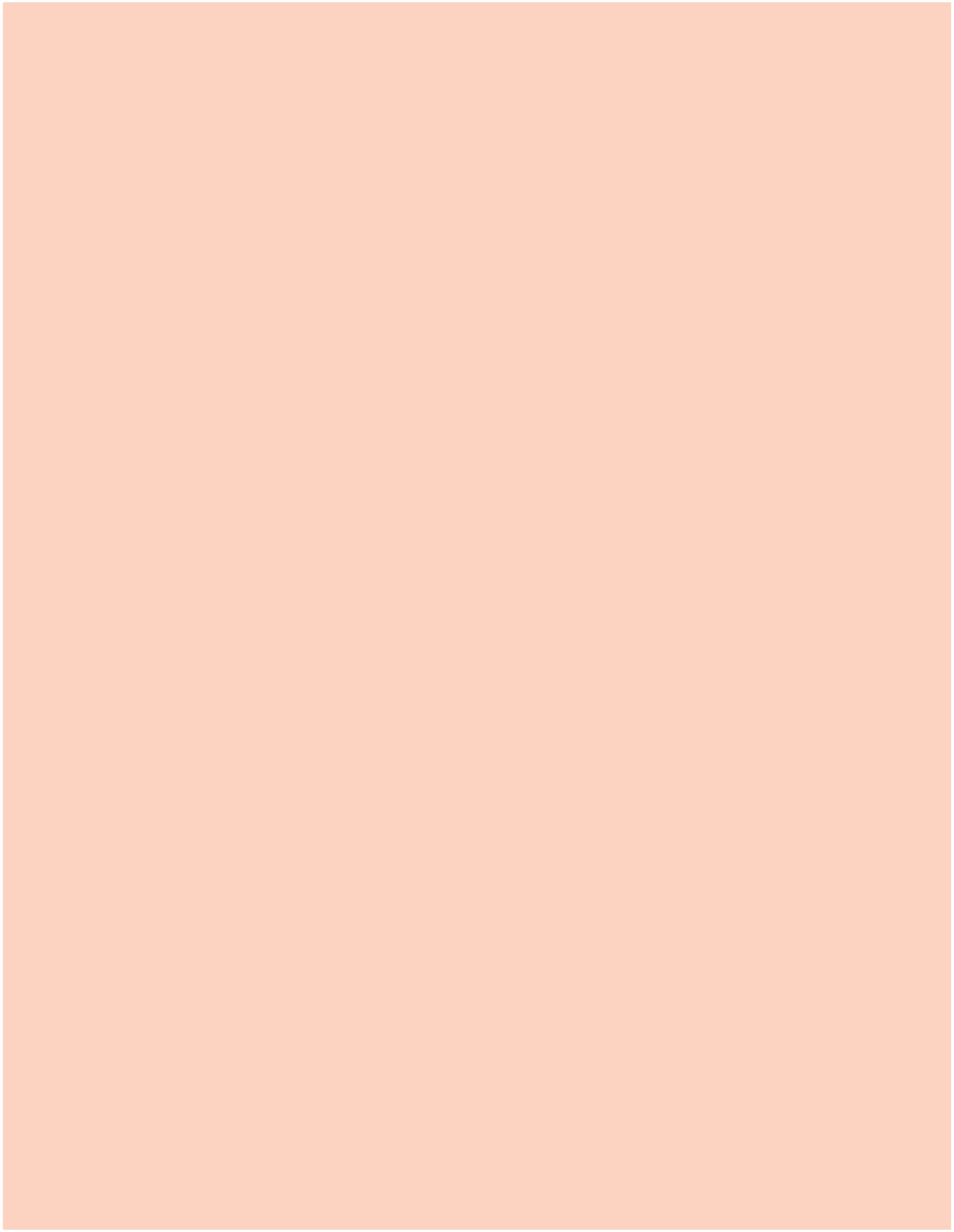
Unifor第87M分會
南安省新聞傳媒公會
(以下簡稱“工會”)

之

協議

(2019年1月1日至2021年12月31日)

中文本只供參考
以英文原文為準



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第1條

承認

- 1.01** 公司承認Unifor工會第87M分會南安省新聞傳媒公會為地址位於多倫多市與萬錦市的星島報業(加拿大1988)有限公司除主管、主管以上職級人員及會計主任以外之所有僱員的唯一談判代表。

性別涵義

- 1.02** 在此集體協議內但凡提到男性或女性僱員之處，同樣分別適用於另一方性別。

第2條

管轄權與關係

管理權

- 2.01** 工會承認並確認僱主管理工作及對工人工作方向的管理權全由僱主界定。在不限制上述條款普遍性的情況下，工會確認僱主全權擁有以下職能：
- (a) 維持秩序、紀律及效率；
 - (b) 僱用、擢陞、降職、分配、調遷僱員及使退休(受適當法例約束)，以及基於公正理由(Just Cause)處分或辭退已完成試用期的全職僱員；
 - (c) 不時制訂、執行及更改僱員須遵守的合理規則及條例，只要規則及條例與本集體協議條文互不抵觸；
 - (d) 決定僱主從事之業務的性質和種類、採用的器材、工作方法和技巧、工作內容、班次及加班制訂、僱員數目、業務的延展、限制，縮減或終止運作，或其中任何部份，包括全面或局部關閉廠房，並除本協議有明文限制的情況外，決定及行使僱主獨有的其他一切職能和特權；
 - (e) 為協助僱主及釐定僱員資格而設立及實行合理測試。

2.02 僱主同意不會以與本協議明確條文不一致的形式行使其職能，本協議將作為對此等職能的唯一規限，只要僱主以公平和合理的態度行使職能。

2.03 工會承認僱主擁有指派工作專有權，不時並隨時決定受派工作者的人選或工作類別，但指派工作就要盡可能屬受派工作者之基本技術範疇之內。受指派工作的特定人士或工作類別並不限制僱主重新指派該工作給其他人士或將工作另行分類的權利。

談判單位的工作

2.04 如果公司因指派工作而直接導致有一名或更多受本協議涵蓋的談判單位全職成員被裁退，公司將不指派任何現時由談判單位全職僱員擔任的任何工作予談判單位以外的僱員(STD談判單位成員不在此限)。

裁員之定義是減少每周正常預定工作時數相等於一個或多於一個完整班次。

為保證新工作時間表足以涵蓋工作量要求，雙方同意並諒解，如果在全職員工不加時工作而又未有足夠人手應付工作，不隸屬談判單位的僱員可加入補足。

不得罷工或關閉廠房

2.05 本集體協議有效期間，工會與僱員均不得參加、號召或鼓勵任何《1995年勞工關係法》及其後不時修正之同等法案定義下的罷工行動。如有此等行動發生，工會同意立刻予以譴責，並指示參與者終止其活動，並/或返回工作崗位。集體協議有效期間，僱主不得從事任何拒絕僱員內進的關閉廠房行動。

第3條

工會成員資格及會費計算

工會機構(Union Shop)

(按工會認可程序僱用工人的機構)

3.01 談判單位內於2000年8月11日身為工會成員或該日之後加入工會的所有僱員，必須於此協

議有效期間，按照工會章程及附例，履行作為工會成員的義務，作為持續受僱的條件。

- 3.02** 所有於2000年8月11日或之後接受談判單位職級的人士，在僱用日期起計之二十日內得自動成為工會成員，並於此協議有效期間履行工會成員的義務，作為受僱條件。
- 3.03** 工會同意接納談判單位內任何僱員為其成員，同時保留其成員資格。此舉受約制於Unifor工會章程及第87M分會南安省新聞傳媒公會會章附例的規定。

扣工會費計算方法

- 3.04** 作為現時持續受僱的條件之一，所有僱員及未來所有僱員必須以書面授權僱主從其工資扣除每月工會會費或等值款項。
- 3.05** 公司同意從每一名納入集體合約員工的雙周薪酬中，扣除相當於工會經常會費的款額(由Unifor工會第87M分會南安省新聞傳媒公會以書面指定，依據下述條款計算)，並將該筆扣除的款項在下一個月的15日前，以支票方式送達工會司庫。公司送出工會會費時，應一併提供扣除工會會費的僱員姓名。
- 3.06** 會費每月匯予工會的同時，將另外開列該月份每名僱員毛(總)收入與扣除會費的清單。
- 3.07** 鑒於公司同意上述協定，工會茲承諾並同意，保障公司一旦因為按照上述安排作出扣款及匯款而引來索償訴求時，免受損害。

一般估定金額

- 3.08** 除上述之外，公司亦同意根據工會預早至少兩星期發出的書面授權，扣除工會所規定一般估定金額的款項，並最遲於扣取款項月份的下一個月的15日前，以支票方式匯達工會司庫。

人道基金

- 3.09** (a) 僱主於每個發薪期，向受此合約涵蓋的僱員扣取捐款。款額為所有正常工時每小時一(1)仙的薪金。
- (b) 扣除款項最遲於上班工時月份的下一個月的15日，匯達名為「Unifor社會公義基金」的慈善基金會。僱主亦要同時列明捐款僱員數目。
- (c) 此合約獲確認後第五(5)周，將有第一次扣取捐款。
- (d) 明白到參與上述扣取薪金捐款項目乃是自願。不希望參與的僱員，必須於此合約獲確認後三十(30)天內或獲聘後三十(30)天內，知會僱主。

- (e) 僱員向「Unifor社會公義基金」的所有此等捐款，將被記錄在僱員T4報稅表。

第4條

資料

4.01 公司於確認每名僱員身份後，以及聘用新僱員一個月內，向工會提供下列資料：

- (a) 姓名、性別、出生日期、住址、電話號碼；
- (b) 開始僱用日期；
- (c) 工作種類；
- (d) 工作經驗及相關年資。

公司在一個月內以書面通知工會：

- (e) 關於任何僱員職位任免或薪級年度增長而出現的工資變動，及其生效日期；
- (f) 關於任何僱員職位任免產生的工作類別及工資變動，及其生效日期；以及辭職、退休、死亡事件。

第5條

代表權及會議

5.01 公司確認工會有權選舉或委任最多八(8)名代表。工會亦可選舉或委任後補代表，後補代表是只在指定代表缺席時代行指定代表的權責。工會會就代表人選及任何變動知會公司。

5.02 為方便調查及處理申訴事件，代表於下列情況得獲准於工作時間內離開工作崗位而不損失工資：

- (a) 代表事先取得其直屬上司批准(上司不得無理拒絕)；
- (b) 所請准的時間用於迅速處理申訴事件；及

- (c) 處理申訴事件的行動不干擾業務的有效運作。

會議

5.03 公司及工會認識到本集體協議雙方的代表有必要舉行會議，藉以維持彼此的正常工作關係。茲確認有關會議通常分為下列三類：

- (a) 第24條闡述的申訴事件的會議：
- (b) 雙方同意不定期舉行會議商討彼此共同關注的事項(申訴會議除外)是有益的。因此，在總裁(或他的指定代表)與工會彼此同意下，可以召開工會及管理層會議。每一方最多可派出三(3)名代表。工會分會主席和/或分會代表亦可出席會議。
- (c) 工會可由談判單位中委任或選出不超過四(4)名僱員，就重訂集體協議進行談判。公司不必承認工會的談判委員會，直至工會發出談判通知，並以書面知會公司談判委員會成員的姓名。公司得允許談判委員會成員以無薪假期出席談判會議。
- (d) 公司將安排出席申訴和工會及管理層會議或談判會議的僱員休班。僱員出席這些會議時，可以獲得正常的時薪(談判除外)。

第6條

試用期、紀律處分和解僱

試用期

6.01 新任全職僱員須經過試用期，直至完成一百三十(130)個工作班次為止。新任兼職僱員須經過頭九百一十(910)個工時的試用期。試用期可透過共同協議延長。試用期完畢後，僱員獲得由原來入職日期起計算年資。

試用期間解僱

6.02 如公司認為僱員在試用期內不稱職，僱員可遭解僱。公司的決定不得任意、帶歧視性質或缺乏誠信。

公正理由

6.03 僱員完成試用期後，除非基於公正理由，否則不得被紀律處分或解僱。

人權

6.04 公司和工會同意全面遵守《安省人權法》。

工會活動及成員資格

6.05 公司不得因為任何僱員從事合法工會活動而對其進行歧視。工會及公司同意不得基於僱員身為工會成員或非成員而對任何僱員進行歧視或滋擾，有關規定受上述第**3**條約束。

紀律處分會面

6.06 當僱員被請求或必須就其行將受紀律處分或解僱的問題出席會面的時候，公司得知會該僱員享有由一名工會管事陪同其出席的權利。只要工會管事準備就緒，管理層代表不作無理拖延及不進一步討論有關事情，應僱員要求，請進工會管事。如無法請進工會管事，僱員可要求、而管理層代表亦得往請進一名工會執委會成員或工會其他成員陪同出席會面。如僱主觸犯此條款，隨後任何基於公正理由作出的紀律處分或解僱行動將不因而作廢。

個人檔案

6.07 每名僱員有權每年一次、或在有僱員提出申訴後，查閱其個人檔案內任何關乎紀律事宜的註釋或正式評估。為清楚起見，此查閱並不包括與由處理申訴事件程序產生的檔案或文件。僱員提出書面要求下，僱員有權當著管理層面前檢閱檔案。

紀律行動書面通知

6.08 紀律處分或據理開除的書面通知當於逕交僱員的同時交予工會。

除去紀律處分

6.09 書面警告信或懲戒信將在發出 24 個月後從員工的個人檔案中撤銷或被視為撤銷。停職記錄將在發出 36 個月後撤銷或被視為撤銷。

在應用上述條文時，若在上述期間內出現新的紀律處分，則撤銷處分記錄時限條款將不適用。更清晰地說，在這種情況下，紀律處分檔案將保留所有處分記錄，作為漸進性紀律處分目的。

以上所述不影響僱主的權利，去依據上述時限以外的過往行為，來確立員工已經瞭解或應該瞭解公司的紀律規則。僱主同意不使用上述依據作為漸進性紀律處分目的，超過特定行為所應作的處分，而沒考慮過往的違規。

第7條

工作時數及超時工作

工作時數及連續休假日

7.01 全職僱員的正常工作周，每星期除用膳時間外每周不多於38.5小時。分成每周五個工作天連同兩個連續休假日，但並非對工作時數的保證或限制。儘管如此，僱主只須編排受僱於製作部和印刷部(包括套報)的僱員，櫃檯、新聞製作員/廣播員和新聞廣播員，則每兩星期有一次連續休假兩日。

全職時薪僱員是指受聘擔任印刷幫工的人，每星期除用膳時間外，正常工作為30.5至38.5小時。然而，這並非對工作時數的保證或限制。

超時工作

7.02 公司批准的超時工作由僱員每星期工作38.5小時之後計算，頭兩個小時為正常時薪，其餘的超時工作為時薪的一點五倍。計算超時工作方面，由於第5.03條(c)和(d)項原故而獲得的有薪或無薪假，都應當作工作時數。僱員所有超時工作都必須事先獲得主管批准。計算全職僱員的超時工作方面，雙方同意將僱員的周薪除以每星期工作的38.5小時。

7.03 廣告營業員的薪酬免受任何超時工作規定限制。

7.04 超時工作的工時必須於工作執行前，由僱員主管安排及授權，才符合領取超時工資的條件。

7.05 每名僱員有權在每二十四小時內享有至少有十一小時休息。

7.06 根據本協議，任何超時工作工資不會作累進增加或雙重計算。

7.07 僱主要求僱員超時工作時，僱員需合作，上班配合。

7.08 僱員在合法情況以及下文所述之情況制約下可選擇以現金或假期形式，抵償每半曆年當中的不多於四十(40)小時已執行的認可超時工作。無論現金或假期都以合約訂明的超時工作計算。當僱員要求假期時，假期時間必須公司與僱員雙方同意，並安排於半個曆年內放假。如果在該半曆年內，公司與僱員不能安排彼此認為適當的假期，僱員可於每半個曆年完結時獲得超時工作的現金抵償。抵償形式一經選定，不得撤回。

7.09 如果僱主要重新安排僱員例假，必須在預定例假之前最少48小時前通知僱員。如果公司沒

有給予規定的通知而仍然希望重新安排僱員例假，僱員得享有整個工作班次以正常工資一點五倍金額計算的超時工作工資。不過，此額外補償在下列情況下不獲支付：

- (a) 由於另一僱員在事前不能預知情形下缺勤而有必要重新編假：
- (b) 公司重新編排僱員例假，使其跟下一個或多個假日並連。

- 7.10** 一名僱員之工作時間表要求他或她由下午八(8)時至上午六(6)時期間工作，在這時段每工作一(1)小時，將可獲付每小時四十(40)仙津貼。該津貼目的是用以補償夜晚工作和晚間工時。在領取第7條或第12條額外補貼情況下，領取該津貼不會被視作累進增加 (Pyramiding)。
- 7.11** 當一名全職員工已落班並離開公司場地，隨後卻被要求執行為時至少30分鐘的工作，這包括任何所需的交通時間，公司須按照集體協議中之適用薪酬水平，向該名員工支付至少3小時的工資，或其實際工時，兩者取其大者。對於為時少於30分鐘的工作，公司須按照集體協議中之適用薪酬水平，以該名員工實際工作時間其支付工資。
- 7.12** 兼職僱員編更最少要有三小時。

第8條

僱用、擢陞及調職

- 8.01** 公司需連續六(6)天張貼談判單位內的所有長期性職位空缺。有意申請的僱員必須在這六(6)天向總裁提出申請。所有合資格的內部申請人均獲面試。尚未完成試用期的僱員沒有資格申請。僱主不需考慮任何曾經在過往十二(12)個月內成功申請職位空缺的僱員。本條款容許僱主對外招聘，不過合資格的內部申請人較外來申請人優先填補空缺。
- 8.02** 臨時(即非長期)空缺就是除下列者之外不超過六(6)個月長的職位：(a)因產假或照顧子女休假而出現的空缺，此情況下的臨時空缺得延長至此等假期完結為止；或(b)因員工患病或受傷而出現的空缺，此情況下的臨時空缺為期不超過十二(12)個月。
- 8.03** 選聘申請人入職，得基於其經驗、能力、教育資歷、所受培訓及可靠性。如果應徵該職位的頭兩名申請人的經驗、能力、教育資歷、所受培訓及可靠性相對平等，年資因素將決定成功人選。
- 8.04** 如果申請者當中沒有人具備所需經驗、能力、教育資歷、或培訓，僱主可由談判單位之外尋覓申請人。
- 8.05** 本條並不適用於同一工作類別的內部工作分配。

晉陞後的薪金

8.06 僱員若被長期調遷、或臨時指派到一個較高工資的工作類別工作最少一個或以上完整班次，將獲得該較高工資工作類別的最低工資，而工資金額須高於其在原有較低工作類別的工資。

本條並不適用於為接受培訓而被暫時調遷的僱員。勞資雙方明白，除非受培訓者對正常班次編制而言屬於冗員，否則這項為培訓情況而設的豁免條文並不適用。

調遷至其他職位

8.07 如果談判單位僱員晉陞到非談判單位職位，他將累積服務年資，並保有以往在談判單位職位連續服務年資。如果談判單位僱員十二(12)個月之內未從擢陞或重新調配的崗位返回談判單位，此條款將不適用。

8.08 僱員接納一項非談判單位的暫時性職位期間，不得行使本集體協議的任何權利，除非職務少於十二(12)個月，則第6.03、6.08、及24條除外。然而明白到這類申訴只限於僱員被解僱。

第9條

一般工資規定

9.01 員工工資應按照附錄 A 中的工資時間表支付。如果員工以高於起薪點開始工作，公司同意首先與工會商討。

第10條

臨時及兼職僱員

10.01 因為下列原因聘任臨時僱員(Temporary Employees)：

- (a) 替補放產假和 / 或親子假或包括其他假期，包括年假所出現的空缺；
- (b) 為特別計劃或在某特定時間工作而歷時不超過六(6)個月的工作。管理層需要把臨

時僱傭的性質及持續時間通知工會。

10.02 臨時僱員不得用以裁減、取代或撤除全職僱員。

10.03 就本集體協議而言，臨時僱員不得累積服務年資。臨時僱員不受第2.04、8、11、12、13、15、16、18和19條涵蓋。年假及法定假日工資按《就業標準法》的規定。

臨時僱員在臨時期滿轉為全職僱員，其臨時工作應該獲得承認而毋須依照第6.01條完成試用期，只要他們在同一類別的工作時數超過試用期。儘管如此，全職臨時僱員的聘用期超過一年的話，仍然可以得到集體合約第12、14、15和19條的保障。

兼職僱員

10.04 兼職僱員根據第7條所述，為每周工作三十點五(30.5)小時或以下人士，不包括用膳時間。(由2001年起)每曆年之內有超過20個星期，每周工作超過30.5小時的僱員，被視為是全職僱員。

10.05 兼職僱員不受第2.04條(談判單位工作)、第12條(認可假日)、第13條(年假)、第14(病假)、15(福利)所涵蓋。年假及法定假日工資由《就業標準法》規管。

在有薪假期工作的兼職僱員和臨時僱員，當天的所有工作時數按平常時薪的一點五(1.5)倍計算。

10.06 對於選擇參加現有保險計劃下的額外醫療及牙醫福利的兼職僱員，僱主得在第15條(福利)列出的限制規管下為其支付百分之五十(50%)的保費。

10.07 當遇上要替代因長期患病患而缺勤、工傷或其他經過批准缺職超過30天的僱員時，兼職僱員可以工作至全職的工作時數而不會影響到他們的兼職身份。

10.08 兼職僱員每次發薪時，應該獲得正常薪酬3.46%的假期金。

10.09 兼職僱員應獲得薪酬毛額4%的假期金。當兼職僱員的累計工作時數達9,625小時，假期金應調整為6%。兼職僱員每年可以有兩個或三個星期的無薪年假。

第11條

准假

居喪

- 11.01** (a) 遇上配偶、子女、父或母親辭世情況，一名正式僱員會獲得不多於五個(5)編定工作天的有薪喪假，以辦理喪事及出席喪禮。「配偶」包括普通法配偶(即同居配偶)，「子女」包括繼子繼女。
- (b) 遇上直系親屬去世，一名正式僱員會獲得不多於三個(3)編定工作天的有薪喪假，以辦理喪事及出席喪禮。「直系親屬」限為兄弟姊妹、家翁家姑或岳父岳母、內外祖父母、內外孫、姊妹夫、姻兄弟或姑嫂妯娌。
- (c) 在第11.01(a)及(b)描述的喪假日子，將要於親屬去世當日至葬禮天之期內領取。
- (d) 在以上情況，僱員將不會因喪事是於公眾假期、或其年假、或任何無薪假期間發生，而獲得任何額外休假或薪金。
- (e) 遇有僱員提出請求，僱主在此合約未有涵蓋的特殊情況下，是可批准或延長僱員之有薪或無薪喪假。

私人請假

- 11.02** 僱主可以給予最多十二(12)個月的無薪假期，只要能夠作出不影響報紙有效營運的安排。僱主應該對所有的申請都給予公平考慮。在可能的情況下，所有請假必須在假期生效前三十(30)天以書面提出。依據本條款請假的僱員如果願意自行支付全額的保險費，可以繼續獲得額外的醫療福利。依據本條款請假的僱員，其年資和服務將在放假三十(30)天之後終止(如果是獲得批准的工會假，或與工作有關的進修，則延期至90天)。

擔任陪審員請假

- 11.03** 已經完成試用期的僱員如果被召喚擔任陪審員工作，只要僱員向僱主提供一份(或以上的)由陪審團辦事處發出、顯示陪審服務的通知，他在由原定正常工作時數缺勤出外的日子，均獲得支付因此損失正常工資與所收取陪審費之間的差額。在該等日子中，如果陪審工作開始以及結束時間計算出與原定工作時數有差別，僱員必須上班補足差額。僱員得知會其主管，以確定是否有必要報到上班。

工會假

- 11.04** 如果僱員獲選為Unifor工會、安省勞工聯會、加拿大勞工議會大會、勞工議會分會或87-M分會會議代表，僱主在收到三(3)星期書面通知情況下，可在任何同一時間批准無薪准假予不多於兩(2)名僱員，及給予每個部門的不多於一(1)個僱員。此等假期為期不超過七(7)天。
- 11.05** 如果僱員獲選或獲委為Unifor工會、加拿大勞工議會大會、或Unifor工會一個分會之任何公職或職位，僱主收到有關僱員提出請求時，將批准其無薪准假，為期最長不超過兩(2)年。在雙方同意下，則可延長。准假屆滿後，該僱員將恢復原職或一個可相比職位。同一時間放此等假期者，不可多於一(1)名僱員。於放此等假期期間，該僱員的年資將積累。然而，在計算依照服務期和周年增加的福利時，這缺勤時段將不當作為服務時間。在退休金計劃方面，則根據計劃規則計算服務。

產假及親子假

- 11.06** 僱主得根據《就業標準法》的條款及規定給予產假及照顧子女假期。

第12條

認可假期(有薪假期)

- 12.01 (a)** 僱主承認下列日子為有薪假日：

元旦日	家庭日
耶穌受難日	維多利亞日
加拿大國慶日	公民日假期(8月份首個星期一)
勞工節	感恩節
聖誕節	12月26日(禮品日)

僱員必須在緊接假日前後的預編班次上班，才有資格支取假日工資。同意在公眾假期上班，而在無合理理由情況下沒有報到上班的僱員，沒有資格申領取假日工資。註：如政府撤銷「家庭日」為假期，此天認可假期將會從合約上刪除。

- (b)** 僱主繼續承認兩天農曆新年假日為有薪假日。不過，如果日後僱主決定在該兩天出報，茲認識到僱主有權規定僱員在該兩天上班，並編排在所屬曆年完結前的另外兩個工作日為有薪假日予規定須要上班僱員。如果有權獲得此替代假日的僱員不獲編排在所屬曆年完結前放假，他得獲支付相當於其一日正常工資的工錢。儘管僱主有

權編排替代假日，只要僱主事前尚未編定替代假日，僱員可選擇此假日在前或在後緊接其定期休假。

僱員必須在緊接假日前後的預先編定班次上班，才有資格支取農曆新年假日工資。

- 12.02** 按第12.01(a)所述編定在假日上班的僱員可選擇以時薪一倍半計算，就其在認可假日上班的所有工作時數支取工資。只要替代假日編排在不遲過原來假日之後不出十二個月，僱員亦可選擇在彼此同意的另外一天放假。
- 12.03** 僱員的常規休假日子如果碰巧是有薪假期，僱員可選擇補假或選擇一日工資。等量休假時段，由僱傭雙方共同協商編排。不過，累積的假日最遲必須在每一曆年結束後第一個月取用或以付款方式代替。
- 12.04** 為詮釋12.02條，相當於有薪假日的班次，以該班次開始時間的日期識別。
- 12.05** 對於時薪僱員而言，假日工資係以僱員的正常工資乘以其一般每日正常(非超時)工作時數計算。如果出現有關僱員每日正常(非超時)工作時數的爭議，僱主將用僱員在假日之前十二(12)個星期的平均正常(非超時)工作時數作準，以決定時數。
- 12.06** 廣告營業員一天假期工資的計算方法定為如下：
i 一天基本工資加上
ii 支付僱員一日佣金，佣金以之前三個月的平均每日佣金計算。

第13條

年假

有薪年假

- 13.01** 年假時間需視乎僱主的人手調配需要，並必須獲得僱主批准。每年依據年假政策提出申請，並按照先到先得的原則考慮。每一年的年假必須在翌年3月31日之前放假，否則將被注銷。但這並不包括，由於業務需要，應僱主的要求而未能放全部年假的僱員。這種情況下，僱主將在緊接著3月31日之後的第一次發薪時，把剩餘的年假折成現金。僱主在3月31日之後，向工會提供談判單位內僱員年假折現的統計。
- 13.02** 年假時間不得年復一年累積。
- 13.03** “年假時間”及“假期金”計算方法如下：

- (a) 已經通過試用期，但尚未連續服務滿五(5)周年的僱員，會獲得相當於其毛收入的百分之四(4%)的年假金，並享有十(10)天假期作為年假。
- (b) 連續服務滿五(5)周年而未足十(10)周年得僱員，會獲得相當於其毛收入的百分之六(6%)的年假金，並享有十五(15)天假日作為年假。
- (c) 連續服務滿十(10)周年或以上的僱員，會獲得相當於其毛收入的百分之八(8%)的年假金，並享有二十(20)天假日作為年假。
- (d) 已經連續服務滿十(10)周年的僱員，以後每完成一年服務期，便可獲得額外一天有薪年假，直至第十五(15)年為止，最多為五天有薪年假。此僱員每多一天額外年假，便可享有相當於其毛收入0.4%的年假金，直至最多2%。

13.04 13.03條所指的“毛收入”定義為僱員的正常總工資，包括僱員緊接其上一服務周年日的十二(12)個月內獲取得超時工作工資、佣金及花紅(並且，為清楚起見——年假金不在內)。

13.05 僱員有權編排年假中最少兩個星期以連續一星期的時段放假。

13.06 僱主安排年假表時，為了維持效率及營運順利而決定需要上班僱員人數。僱主安排年假的年假時間表時，應該考慮到僱員的選擇。

第14條

病假

14.01 作為持續受僱條件之一，僱員必須經常並按照預定班次上班工作。如果不能上班，僱員在原定開工時間之前會盡快接觸部門主管或其代表，說明不能上班的理由、預計重回工作崗位的日期和與其取得聯絡方法的詳情。

14.02 僱員如果已經通過試用期，並由於確實患病或受傷而不能上班，會獲得補償，補償金由缺勤首天起計，為期兩星期。補償額為正常工資的百分之一百(100%)，減去由法律規定的扣款。時薪組別的僱員所得的每日福利，則按缺勤的星期之前十二個星期的每日平均工資計算。

14.03 本條款規定，領取福利的資格為：

- (a) 不管僱主是否提供合理適當的照顧，僱員必須對僱主盡力促使其復工的行動予以合作。另外，僱員必須採取一切適當步驟，確保儘早返回工作崗位，包括往看認可醫生及遵照囑咐的治療計劃。

- (b) 除了裁員、罷工、停職、撤職、預定年假或假期，或根據本集體協議任何條款的預定准假，僱員不得缺勤。
 - (c) 僱員必須按合理情況提交僱主滿意的醫生醫事報告，並須在缺勤第三天提交。
 - (d) 確實無訛的疾病和傷患不能是自我招致的傷害或疾病、內科或外科整容、或觸犯或企圖觸犯攻擊他人或刑事罪行引起的。
- 14.04** 如果僱員因為患病或受傷而領取疾病福利，而其後又被斷定因同樣疾病或傷患正在領取《工作間安全及保險法》(Workplace Safety and Insurance Act)的福利，僱員無權享受疾病福利。任何付出的超額款項將從僱員工資中扣除。
- 14.05** 僱員受傷或患病而引起的任何(關於收入損失索償的)法律訴訟、和解或判決後，如僱主按照疾病准假計劃所付的金額與賠償裁決總和超過僱員的全部工資損失的話，僱員需償還。
- 14.06** 僱員可從現有的積存假期或被拖欠的工時賠償額當中提款使正常收入維持在百分之一百水平。
- 14.07** 僱員在領取疾病津貼期間，有權享有假日及年假工資。

第15條

福利計劃

- 15.01** 本協議有效期間，僱主同意根據僱主福利計劃為符合資格的在職僱員負責百分之一百(100%)保費供款。所有涵蓋項目均受福利計劃制約。
- 15.02** 茲了解，福利計劃並非本協議一部份，並且不受申訴事件及仲裁程序約束。不過，僱主保證在集體協議生效期間所購買的計劃，給予僱員的福利應與現行享有的水平看齊。承保水平問題可能成為第24條規定的政策申訴項目。
- 15.03** 有關福利得根據適用的福利計劃列明的限制予以中止。如果計劃之內沒有清楚闡明此等限制，有關福利得在僱員停止如常工作後的下一個月的月底中止。法律規定的其他情況除外。

第16條

退休金

- 16.01** 在此協議生效期間，公司會維持實行在協議簽署時有效的退休金計劃，或維持另一提供最

少相等福利的計劃。現行計劃適用於2010年3月11日之前獲聘的僱員，配對供款水平(受法律規定限制)為：

- 服務期滿一年至五年以下者：僱員/公司分別作出僱員基本薪金最多5%的供款。
- 服務期五年至十年以下者：僱員/公司分別作出僱員基本薪金最多5%供款。如果僱員供款，公司另加2.5%。
- 服務期十年或以上者：僱員/公司分別作出僱員基本薪金5%供款。如果僱員供款，公司另加5%。

新聘的僱員(即：於2010年3月11日或之後獲聘者)，將可按照以下配對供款水平，參加公司的退休金計劃：

- 僱員/公司分別作出僱員基本薪金最多5%的供款。

16.02 為了監察投資決定與回報率以及向參與計劃的成員提供資料，將設有一個由工會及管理層各自派出至少兩(2)名成員組成的聯席諮詢委員會(即包括由工會委任來自星島日報有限公司及星島報業(加拿大1988)有限公司各一名談判單位成員)。

第17條

年資及服務

年資定義

17.01 年資意指連續服務的時間長短。全職僱員由受僱日期起累計年資。兼職僱員的年資根據2000年6月1日開始的工作時數計算。對於兼職僱員2000年6月1日之前的工作時數，其年資則由受僱日期起累計的工作時數除以二來計算。臨時僱員並沒有累積年資。如有兩名或以上僱員在同年同日同一組別開始工作，其相對年資的確定程序由擲硬幣方式決定。

連續服務中斷

17.02 下列情況下，服務的連續性被視為中斷，年資喪失，僱傭關係結束，當僱員：

- (i) 辭職、退休或被撤職，或完成試用期時的僱員因公正理由被解職；

- (ii) 遭公司裁退為期超過一(1)年：或
- (iii) 在認可准假結束後沒有報到上班，除非提出滿意解釋：或
- (iv) 根據18.10條規定，在裁員召回通知書發出後三(3)日之內沒有就恢復上班的意向通知公司，或在裁員中復職通知發出後兩(2)星期內沒有報到上班：或
- (v) 連續三(3)個班次缺勤而沒有與公司聯絡，除非提出滿意解釋：
- (vi) 因患病或受傷而缺勤超過二十四(24)個月，而公司已經根據《人權法》的規定履行其義務：

17.03 僱員有責任用書面使公司保持明白其目前的住址。公司如果用掛號信寄發出復職通知到某被解僱人士最新提供的住址，便被視作已經對其發出復職通知。此通知包括該人士將要報到上班的日期和時間。一經加拿大郵務公司(掛號信)確定公司函件或加拿大郵務公司通知書寄達日期，此通知便視作收妥。

兼職及全職服務組合

17.04 由原先兼職改為全職的僱員，兼職服務將獲得年資紀錄，根據其經過的實際工作時數確定一個年資日期(2000年6月1日前的除外，該情況以50%工時計算，以確定年資)。全職變為兼職的僱員則以每年服務1,925小時為基礎，計算全職服務年資。

年資紀錄表

17.05 公司同意為正規受僱的全職僱員維持年資紀錄表，並為正規受僱的兼職僱員維持另外的紀錄表。紀錄表顯示每一名僱員開始累積年資的日期。最新的名單文本於每年四月間提交工會。

正規全職或兼職僱員成功完成試用期之後，其姓名將寫入對下一期公佈的適當年資紀錄表中。

談判單位外的服務

17.06 僱員如果調入談判單位而之前又可能在公司內的非談判單位累積服務年資，取決於8.06條款，以此集體協議而言，他由進入談判單位當日開始累積年資。

17.07 第17.06條款不適用於星島日報業有限公司的談判單位僱員，他們的服務年資由該公司計算。

第18條

裁員

- 18.01** 當僱主認為有必要裁減僱員超過一星期，事前得給予工會和受影響僱員不少於兩星期通知。至於歷時少於一星期的裁員行動，解僱通知則根據《就業標準法》發出。
- 18.02** 僱主需合乎情理地盡早通知工會與僱員關於科技轉變可能導致減少員工，影響談判單位僱員。不過無論如何，僱主得與工會磋商舒緩擾亂就業及討論新科技僱用現職員工的可行性。現職員工將會獲得合理的訓練期，使能夠熟練使用新器材。而這個訓練期將不會超過三個月。
- 18.03** 裁退任何工作類別僱員，得基於年資倒序原則進行，條件是剩下的僱員有足夠技術、資歷及能力執行工作。
- 18.04** 在上述通知期之內，僱主得接受由相關工作類別的其他僱員提出的自願(接受裁員)辭職請求。這樣的員工的遣散費根據本協議條款發放。在相關類別提出自願(接受裁員)辭職的人數超過裁員人數，僱主將根據年資接受此類請求。
- 18.05** 在僱主需要裁員之前，受影響僱員可獲機會安置到談判單位的任何職位空缺，只要該僱員具備該職位需要的技術、資歷、及能力。
- 18.06** 受影響僱員可取代(Bump)相等或較低工作類別僱員，只要該職位由年資較淺的僱員擔任，而他或她又具備足以勝任的技術、資格與能力。任何有意取代其他員工的僱員，如果根據18.01條規定需要發出裁員通知的話，該僱員必須在接到裁員通知一星期內行事。
- 18.07** 取代對等或較低工作類別職位的僱員支取的工資不得少於其現行工資；或該職位類別的最高工資，兩者之中選擇較低者。
- 18.08** 被取代的人士可根據第18.06條規定，一星期內行使類似權利取代他人。
- 18.09** 任何在此條款情況下被裁退的僱員均獲得不少於第18.01條規定的通知。
- 18.10** 將被被取代或裁退僱員召回至以前職位空缺的行動凌駕第8條(僱傭、擢陞及轉調)。只要有工作所需的技術、資歷及能力，受影響僱員，依照裁員的倒序，按年資獲得其在裁員前從事的工作類別中恢復受僱，並先於其他人士受僱。復工通知書以信件寄往僱主紀錄上的所知最新地址，副本交工會存案。復工權利不會延長至超過十二(12)個月。
- 18.11** 在17.02(ii)條指定的時限規範下，僱員被裁退期間，年資沒有中斷，但不會累積。

- 18.12** 全職僱員可取代兼職僱員，情況受制於上述第18.06條列出的限制及規定。兼職僱員不得取代全職僱員。
- 18.13** 全職僱員可拒絕召喚到兼職職位而不會影響召回復工的權利。不過，接受召喚到兼職空缺(根據第18.10條列出的限制填補)的全職僱員比其他拒絕召回到兼職崗位的僱員優先獲得下一個全職空缺(根據18.10條列出的限制填補)，包括年資較高僱員。
- 18.14** 任何僱傭時段如果已經支付了遣散費，在計算恢復僱傭後可能再次到期支付的遣散費、或基於服務期長短計算其他任何福利的資格時，僱傭時段便不計算為勞務。

第19條

遣散費

- 19.01 (a)** 除非因為有理由而被解僱，僱員被終止僱傭時可獲相等於根據在公司連續、或大部份連續服務每六個月就有相等於一星期工資的一筆過遣散費，但金額不能超過五十二(52)個星期的工資。
- (b)** 僱員如果接受裁員通知或取代行動或第18.04條定義下的自願接受裁員，會獲得本協議所述的遣散費。
- (c)** 如果因科技轉變導致裁員，僱員可獲得相等於根據在公司連續、或大部份連續服務每五個月就有相等於一星期工資的一筆過遣散費，但金額不能超過五十二(52)個星期的工資。
- (d)** 就本條款而言，兼職僱員的每周得款率根據過去十二個月受僱於談判單位的平均每周收入計算。
- 19.02** 本條款下的任何一筆過付款可在僱員要求下，最多推遲二十四(24)個月支取。
- 19.03** 任何支付解僱款項而又沒有退款的僱傭時段，以後復職而需計算解僱款項時，該時段不計算為服務年資。
- 19.04** 營業員的遣散費計算，應包括過去十二個月僱傭期間的平均佣金收入。

第20條

業務開銷

- 20.01** 在僱員提出收據(除非泊車收費錶不提供收據)證明後，公司將償還由膳食、住宿、汽車租賃及旅遊引起的所有事先授權開銷。
- 20.02** 發行部及市場推廣部僱員使用私人車輛由公司辦事處往返值勤地點，將獲得以每公里五十(50)仙計算還款。
- 20.03** 如果僱員在修讀與職位相關的教育課程，僱主可同意償還僱員所付的學費，惟僱員須於課程開始前不少於一個月提出書面要求，並獲僱主批准。如果上課的規定與僱員的工作時間有衝突，課程將不被批准。學費付款視乎僱員是否成功出席及完成課程。僱員如果(甲)(課程中僱員不受評估的情況下)沒有出席所有講授；(乙)(課程中僱員受評估的情況下)沒有成功通過課程要求，將不獲退還學費。在開課之前，僱員得簽署授權書，授權僱主在僱員一旦不遵守上述規定時，從僱員工資中扣除任何預先撥予僱員的教育款項。
- 20.04** 僱主可同意償還與工作相關的合理款客費用予外勤營業員工。僱員如果要獲得還款，必須事先就有關費用徵得合適的經理或指定的主管批准，並須提交開支收據。
- 20.05** 僱主應支付私人與商業汽車保險之間的差額至最高285元，由合約獲確認起生效：(2015年1月1日起為285元)，僱員需要出示具保險公司列出差額的信和付款證明。
- 20.06** 僱員在221 Whitehall上班泊車是不用支付任何費用。

第21條

健康及安全

- 21.01** 勞資雙方將維持一個聯合職業健康及安全委員會，委員會包括相同數目的談判單位代表和公司代表。委員會涵蓋多倫多市及萬錦市星島日報有限公司及加拿大星島報業有限公司的所有員工。每家公司每方正式代表人數不超過四(4)人。各方可同意適當情況下利用小組委員會處理部門內問題。
- 21.02** 僱主將退還最多\$160予購買加拿大標準協會認可「綠章」安全鞋的印刷部印刷機操作員、套報工人及幫工。僱員必須提交收據及其現有安全鞋，才合資格取得退款。印刷機操作員可每十二(12)個月更換安全鞋，曬版員、套報工人及幫工可每十八(18)個月更換安全鞋。試用期中的印刷機操作員、曬版員、套報員及幫工須自行斥資購買安全鞋。當僱員成功完成

試用期之後，會獲發還(最多\$160)。

第22條

營業佣金

- 22.01** 公司維持現行分配及重新分配客戶的作法。此作法如有任何改變，將出於善意，並會事先與受影響營業員及工會磋商。
- 22.02** 公司維持營業定額及佣金的現行水平，在徵得受影響營業員及工會同意後可以作出改變。為清楚起見，營業定額的意思是營業員達到最低營業數字後才計算佣金。
- 22.03** 公司以發票日期起計最多四個月為限，發放佣金給負責已過數客戶的營業員。

第23條

雜項

- 23.01** 公司同意提供佈告板給受本合約涵蓋的僱員。佈告板將用於合法工會事務，不准用作張貼貶抑公司的告示。
- 23.02** 公司引進新工作類別時，工會有權就所釐訂工資作出異議。如有必要，將有關事情交付仲裁。

第24條

申訴及仲裁程序

- 24.01** “不滿”意指闡釋本協議任何條款時出現的歧見、或有人違反本協議任何條款的指控。如果僱主與工會或任何成員之間的申訴，有關事情將按照以下程序處理。茲同意迅速解決歧見至為重要，雙方誠意地盡快努力解決問題，不作無必要的拖延，致力用下列程序的第一步解決糾紛。
- 24.02** 就僱員申訴或一組類似的僱員申訴而言，需遵守下列程序：

第一步

僱員可在工會代表陪同下，如果想的話，就所知道的，或申訴人應該合理地知道的引起申

訴情況在十五工作天內口頭向直屬上司或他/她的代表提出。如果五(5)個工作天之內尚未滿意解決，則申訴一事可提交第二步處理。

第二步

如果第一步未能滿意解決，有關申訴必須在完成第一步後五(5)個工作天內，以書面形式提交總經理或其代表，他在收到申訴五(5)個工作天之內召開申訴會議。工會代表團包括申訴人、工會代表、以及必要時包括工會分會代表。第二步的回覆得於申訴會議召開後十(10)個工作天之內用書面發放。

24.03 茲同意申訴及仲裁程序的時間限制及所有規定均被視作強制性。如果不能在時間限制內或不能按照規定的程序行事，有關申訴便會視為被放棄。本集體協議內的任何時間限制和程序可以透過雙方書面協議予以延長或簡化。

24.04 工會、管理層或政策上的申訴可在第二步開始。

24.05 如果按申訴程序辦事，有關投訴或申訴在指定的時間限制內仍不獲回覆，視乎是工會或僱主，均有權將有關投訴或申訴提到申訴程序的下一步，或視乎情況，交予仲裁。

24.06 本條款所指的的任何時間限制均不包括星期六、星期日及認可假日。

仲裁

24.07 只有在提出書面要求之後，而要求又是在收到處理申訴的程序最後答覆之日的二十(20)日內提出，任何一方才可援引仲裁程序。

24.08 要求仲裁一方得向對方提交個別仲裁人的姓名，對方得於收到啟動一方名單的十(10)天內回覆，表明接受所建議的其中一名仲裁人或提交一列個別仲裁人名單。如果雙方在此後十天仍未能就人選達成協議，安省勞工部長將被要求委任一名仲裁人聆訊事件。

24.09 如果任何一方要求成立仲裁委員會，得根據第24.06及24.07條有關程序委任提名人選進入仲裁委員會。

24.10 如果委任仲裁人，每方須負責本身委任人的開支，並共同分擔主席及單一仲裁員的費用。

24.11 單一仲裁人和仲裁委員會並沒有權力更改或改變本協議任何規定，亦沒有權力頒佈任何與本協議條款或規定不相符的決定。

第25條

協議有效期及更新

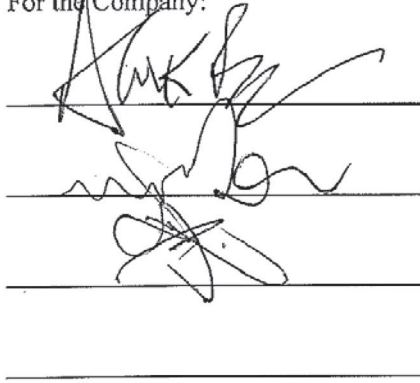
25.01 本協議由2019年1月1日起生效(除非當中另外規定)。本協議在2021年12月31日終止。
本協議對雙方的繼承人及受讓人均有約束力。

本協議屆滿前九十(90)日之內，公司或工會可展開新協議談判，以接替屆滿的現協議。

2019年5月3日在萬錦市簽署

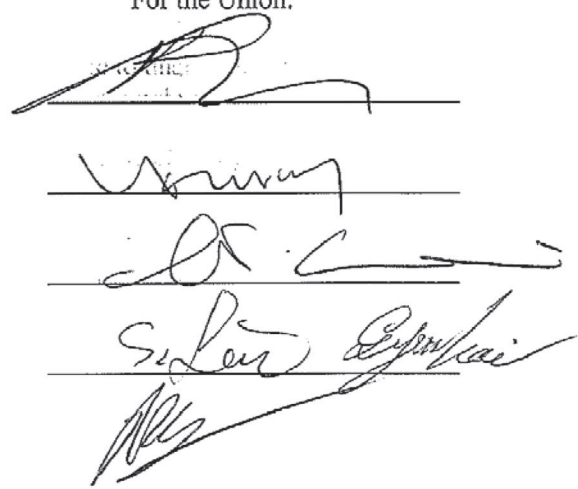
公司代表

For the Company:



工會代表

For the Union:



補充協議及信函

諒解書

關於：公司飛機票獎勵.....	第27頁
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星島報業(加拿大 1988)有限公司

及

Unifor第87M分會
南安省新聞傳媒公會

諒解書

蘇禮勳先生
National Representative
CEP Local 87-M
5915 Airport Rd.,
Mississauga, ON
L4V 1T1

公司同意在本集體協議有效期內繼續執行飛機票獎勵政策。

此致
蘇禮勳先生
總裁
程文麒謹啟

星島報業(加拿大 1988)有限公司

及

Unifor第87M分會
南安省新聞傳媒公會

諒解書

蘇禮勳先生
National Representative
CEP Local 87-M
5915 Airport Rd.,
Mississauga, ON
L4V 1T1

公司同意繼續給予在星期日和假期工作的套報員和印刷幫工額外薪酬，但只限於在罷工前(2001年3月)已經領取額外薪酬的員工，並直至金額超出合約範疇為止。

此致
蘇禮勳先生

總裁
程文麒謹啟

星島報業(加拿大 1988)有限公司

及

Unifor第87M分會 南安省新聞傳媒公會

諒解書

蘇禮勳先生
National Representative
CEP Local 87-M
5915 Airport Rd.,
Mississauga, ON
L4V 1T1

關於：第8.08條款

公司明白到如果要處理一名屬於談判單位僱員的工作表現或紀律處分，而該名僱員正擔任代理主管的職務時，只有兩個解決途徑。公司可以將該名僱員調回原本納入談判單位的職務，或者如果需要嚴厲處分的話，則予以解僱。在解僱的情況下，僱員可以依據第8.08條提出申訴。

此致

蘇禮勳先生

總裁

程文麒謹啟

星島報業(加拿大 1988)有限公司

及

Unifor第87M分會 南安省新聞傳媒公會

諒解書

蘇禮勳先生
National Representative
CEP Local 87-M
5915 Airport Rd.,
Mississauga, ON
L4V 1T1

關於：減少兼職更次

當公司決定永久性減少某一職務的經常性兼職更次時，公司將首先徵求自願者。如果自願人數仍未達到減少的更次時，公司將按照該職務員工的年資反向減少更次，只要留任的員工可以勝任。

此致

蘇禮勳先生

總裁

程文麒謹啟

星島報業(加拿大 1988)有限公司

及

Unifor第87M分會 南安省新聞傳媒公會

諒解書

蘇禮勳先生
National Representative
CEP Local 87-M
5915 Airport Rd.,
Mississauga, ON
L4V 1T1

關於：代理主管職務

公司同意在本集體協議有效期內，繼續給予被調派暫時擔任副總編輯和/或(日班)製作部經理職務的談判單位僱員，百分之十(10)的額外薪酬。談判單位的其他僱員如果被要求暫時擔任主管的工作，可以由工會協助和代表，商討不同的安排。公司明白到談判單位的任何僱員可以拒絕被調派擔任主管的工作。

此致
蘇禮勳先生

總裁
程文麒謹啟

星島報業(加拿大 1988)有限公司

及

Unifor第87M分會
南安省新聞傳媒公會

諒解書

蘇禮勳先生
National Representative
CEP Local 87-M
5915 Airport Rd.,
Mississauga, ON
L4V 1T1

關於：工作更次時間

公司同意除非是基於正當營運理由，否則是不會改變工作更次時間。

此致

蘇禮勳先生

總裁

程文麒謹啟

星島報業(加拿大 1988)有限公司

及

Unifor第87M分會 南安省新聞傳媒公會

諒解書

蘇禮勳先生
National Representative
CEP Local 87-M
5915 Airport Rd.,
Mississauga, ON
L4V 1T1

關於：印刷幫工

參照公司於2006年12月15日向工會提供的工作更表，在營運要求及產品維持相同的情況下，公司將編排全職鐘點印刷幫工工作盡可能接近每周38.5小時。

在周六工作更，於上午四時三十分開始，第三名印刷幫工將加入協助。

此致

蘇禮勳先生

總裁

程文麒謹啟

星島報業(加拿大 1988)有限公司

及

Unifor第87M分會 南安省新聞傳媒公會

諒解書

蘇禮勳先生
National Representative
CEP Local 87-M
5915 Airport Rd.,
Mississauga, ON
L4V 1T1

關於：退休金與福利

為明確起見，雙方明白一名參加了集體福利計劃的僱員，六十四(64)歲後如仍在任，該員工將繼續享有此計劃保障。但該員工將不得參加延伸健康保險或長期殘障保險。該員工可繼續參加集體退休金計劃。雙方明白，為了履行以上描述的義務，公司將要遵從任何及所有法定義務，與及根據加拿大稅局規定的退休金計劃要求。

此致

蘇禮勳先生

星報傳媒集團勞工關係總監

鮑華謹啟

2010年3月11日

星島報業(加拿大 1988)有限公司

及

Unifor第87M分會 南安省新聞傳媒公會

諒解書

蘇禮勳先生
National Representative
CEP Local 87-M
5915 Airport Rd.,
Mississauga, ON
L4V 1T1

關於：福利開支與政府轉嫁措施

在更新集體合約的談判期間，雙方同意，於2010年3月21日或之後，若省政府或聯邦政府採取任何行動，引致個人要付醫療護理保障的費用(即：「轉嫁」措施)，公司是沒有義務去承擔涉及此措施的任何費用。此函特別地覆實，公司和工會同意集體合約是沒有考慮「轉嫁」措施帶來的任何費用，是會受集體合約函蓋；雙方並同意若有「轉嫁」措施出現，僱主將不會負責這些開支。工會亦同意，工會將不會因宣稱僱主是有義務去承擔涉及「轉嫁」措施的開支，而代表僱員或以工會名義提出任何申訴。

此致

蘇禮勳先生

星報傳媒集團勞工關係總監

鮑華謹啟

2010年3月11日

星島報業(加拿大 1988)有限公司
及
Unifor第87M分會
南安省新聞傳媒公會

諒解書

羅孝維先生
National Representative
CEP Local 87-M
5915 Airport Rd.,
Mississauga, ONL4V 1T1

關於：組長工資級差

這函件確認在集體談判期間達成協議，僱主將會取消機頭運作的津貼，以及會設立組長工資級差。

Power Street印刷廠房實際停止運作後，將停止支付機頭運作的津貼。

不遲於2013年4月30日開始，每更次被指派為組長的印刷機操作員，將會獲給予組長工資級差每小時2.5元。組長工資級差的薪酬行政做法將與機頭運作津貼的薪酬行政做法一致。

按照第2條款，僱主有權確定組長工作的職責以及負責監督的範圍。

僱主在Power Street 和Markham Street同時運作期間(平行運作期)，所有在受訓組的印刷機操作員都有平等機會(輪流)擔任組長的角色，但沒有組長工資級差。這將不會有印刷機操作員因基本領導技能而被排除輪流做組長之外。

不遲過2013年4月31日，僱主將會決定那個現任印刷機操作員(不是多餘的)擁有被指派為組長的技能、能力和資格。在該日凡沒有資格被指派為組長的現任印刷機操作員，公司和工會將會會商一個方法，協助培訓這個印刷機操作員所需的技能以取得指派。

組長任務將由僱主公平分配。

此致

羅孝維先生

星報傳媒集團勞工關係總監

鮑華謹啟

2013年2月17日

星島報業(加拿大 1988)有限公司

及

Unifor第87M分會

南安省新聞傳媒公會

諒解書

羅孝維先生
National Representative
CEP Local 87-M
5915 Airport Rd.,
Mississauga, ONL4V 1T1

關於：外判

倘若，在2015年12月31日或之前，僱主打算把談判單位的工作外判，而這些工作是規定由談判單位的僱員執行，外判引致談判單位裁員，僱主同意，將會：

- (a) 給予工會兩(2)周的通知，以及
- (b) 給予受裁員影響的僱員八(8)周的通知。雙方明白，這八(8)周的通知期包括依據 (a) 給予工會兩(2)周的通知期。

在上述兩(2)周通知期的期間，僱員同意與工會會面以及解釋僱主作出決定的理由。工會可主張將工作保留在談判單位。在上述兩周工會通知期內，公司不得與潛在的第三方承包商敲定任何具有法律約束力的協議。

倘若，因為談判單位的工作外判而解僱，(在發出外判的通知後，任何僱員因為接受裁員或自願接受裁員) 僱員可獲得相等於根據在公司連續、或大部份連續服務，每年就有相等於三(3)星期現時職位的工資的一筆過遣散費，但金額不能超過五十二(52)星期的工資。雙方同意集體協議19.01(d)、19.02與19.03條款的原則，應適用於根據這封信支付任何遣散費數額。

我相信這是令人滿意的。

此致

羅孝維先生

星報傳媒集團勞工關係總監

鮑華謹啟

2013年2月17日

星島日報有限公司
及
Unifor第87M分會
南安省新聞傳媒公會
諒解書

羅孝維先生
National Representative
CEP Local 87-M
5915 Airport Rd.,
Mississauga, ONL4V 1T1

關於：手掌掃描

本函將確認，自集體協議續約之確認日期起，僱主將不會擴大使用「手掌掃描」設備的範圍。

我相信這可滿意。

此致

羅孝維先生

星報傳媒集團勞工關係總監

鮑華謹啟

星島日報有限公司

2019年5月3日

附錄A - 工資(周薪)

類別	年份	起薪	1年後	2年後	3年後	4年後	5年後	6年後
會計員	2019	731.64	769.96	786.04	800.85	816.93	833.01	
	2020	738.96	777.66	793.90	808.86	825.10	841.34	
	2021	746.35	785.44	801.84	816.95	833.35	849.75	
廣告協調員	2019	731.64	769.96	786.04	800.85	816.93	833.01	
	2020	738.96	777.66	793.90	808.86	825.10	841.34	
	2021	746.35	785.44	801.84	816.95	833.35	849.75	
印刷機 首席操作員	2019	1,370.60	1,439.83	1,468.25	1,497.91	1,527.56		
	2020	1,384.31	1,454.23	1,482.93	1,512.89	1,542.84		
	2021	1,398.15	1,468.77	1,497.76	1,528.02	1,558.26		
發行助理	2019	731.64	769.96	786.04	800.85	816.93	833.01	
	2020	738.96	777.66	793.90	808.86	825.10	841.34	
	2021	746.35	785.44	801.84	816.95	833.35	849.75	
分類廣告/收 發員	2019	719.29	757.61	771.21	788.48	803.32	818.17	
	2020	726.48	765.19	778.92	796.36	811.35	826.35	
	2021	733.75	772.84	786.71	804.33	819.47	834.62	
櫃檯服務員	2019	663.68	695.83	710.65	725.49	739.06	753.85	
	2020	670.32	702.79	717.76	732.74	746.45	761.39	
	2021	677.02	709.82	724.93	740.07	753.92	769.00	
圖像設計員	2019	746.48	783.55	799.62	815.71	831.76	849.05	
	2020	753.94	791.39	807.62	823.87	840.08	857.54	
	2021	761.48	799.30	815.69	832.11	848.48	866.12	
駐公司營業員	2019	771.21	811.98	851.54	905.90			
	2020	778.92	820.10	860.06	914.96			
	2021	786.71	828.30	868.66	924.11			
幫工組長	2019	657.49	690.87	705.70	718.06	732.89		
	2020	664.06	697.78	712.76	725.24	740.22		
	2021	670.71	704.76	719.88	732.49	747.62		
幫工/ 保養組長	2019	746.48	783.55	799.62	815.71	831.76	849.05	
	2020	753.94	791.39	807.62	823.87	840.08	857.54	
	2021	761.48	799.30	815.69	832.11	848.48	866.12	
印房幫工 (套報)	2019	562.93	591.04	602.88	614.92	627.24		
	2020	568.56	596.95	608.91	621.07	633.51		
	2021	574.24	602.92	615.00	627.28	639.85		

類別	年份	起薪	1年後	2年後	3年後	4年後	5年後	6年後
市場推廣助理	2019	663.68	695.83	710.65	725.49	739.06	753.85	
	2020	670.32	702.79	717.76	732.74	746.45	761.39	
	2021	677.02	709.82	724.93	740.07	753.92	769.00	
市場推廣主任	2019	731.64	769.96	786.04	800.85	816.93	833.01	
	2020	738.96	777.66	793.90	808.86	825.10	841.34	
	2021	746.35	785.44	801.84	816.95	833.35	849.75	
網絡支援/ 管理員	2019	761.31	798.38	814.45	830.53	847.83		
	2020	768.92	806.36	822.59	838.84	856.31		
	2021	776.61	814.43	830.82	847.22	864.87		
拼版員	2019	706.95	742.77	757.61	773.66	788.48	804.57	
	2020	714.02	750.20	765.19	781.40	796.36	812.62	
	2021	721.16	757.70	772.84	789.21	804.33	820.74	
外勤營業員	2019	664.93	692.10	718.06	756.37			
	2020	671.58	699.02	725.24	763.93			
	2021	678.30	706.01	732.49	771.57			
外勤營業員 (C組)	2019	664.93	692.10	718.06	756.37			
	2020	671.58	699.02	725.24	763.93			
	2021	678.30	706.01	732.49	771.57			
印刷機操作員	2019	814.45	855.24	871.31	889.84	908.39	924.45	943.00
	2020	822.59	863.79	880.02	898.74	917.47	933.69	952.43
	2021	830.82	872.43	888.82	907.73	926.65	943.03	961.95
校對員	2019	706.95	742.77	757.61	773.66	788.48	804.57	
	2020	714.02	750.20	765.19	781.40	796.36	812.62	
	2021	721.16	757.70	772.84	789.21	804.33	820.74	
資深圖像設計員	2019	870.08	914.54	930.63	950.42	971.41		
	2020	878.78	923.69	939.94	959.92	981.12		
	2021	887.57	932.92	949.34	969.52	990.94		
廣告收發員	2019	765.02	803.32	819.40	836.71	851.54		
	2020	772.67	811.35	827.59	845.08	860.06		
	2021	780.40	819.47	835.87	853.53	868.66		
打字員	2019	643.91	676.03	689.62	704.47	720.54		
	2020	650.35	682.79	696.52	711.51	727.75		
	2021	656.85	689.62	703.48	718.63	735.02		
全職鐘點 曬版員	2019	17.84	18.72	19.13	19.47	19.88	20.24	
	2020	18.02	18.91	19.32	19.66	20.08	20.44	
	2021	18.20	19.10	19.51	19.86	20.28	20.65	

全職鐘點印工 - 幫工	2019	14.64	14.90	15.11	15.31		
	2020	14.79	15.05	15.26	15.46		
	2021	14.93	15.20	15.41	15.62		
印刷助理	2019	18.15					
	2020	18.33					
	2021	18.51					
櫃檯服務員 (兼職)	2019	17.22	18.05	18.45	18.79	19.18	19.54
	2020	17.39	18.23	18.63	18.98	19.37	19.74
	2021	17.57	18.41	18.82	19.17	19.57	19.93
印房幫工 (套報兼職)	2019	14.62	15.35	15.65	15.97	16.30	
	2020	14.77	15.50	15.81	16.13	16.46	
	2021	14.91	15.66	15.96	16.29	16.63	
網絡支援(兼職)	2019	16.71					
	2020	16.88					
	2021	17.05					
拼版員(兼職)	2019	18.30	19.26	19.63	20.07	20.43	20.83
	2020	18.48	19.45	19.83	20.27	20.63	21.04
	2021	18.67	19.65	20.02	20.47	20.84	21.25
曬版員/ 維修兼職	2019	17.80	18.69	19.09	19.42	19.83	20.20
	2020	17.98	18.88	19.28	19.61	20.03	20.40
	2021	18.16	19.07	19.47	19.81	20.23	20.61
校對員兼職	2019	18.32					
	2020	18.50					
	2021	18.69					
電話推銷員	2019	11.73					
	2020	11.85					
	2021	11.97					
打字員兼職	2019	16.71	17.53	17.87	18.25	18.69	
	2020	16.88	17.71	18.05	18.43	18.88	
	2021	17.05	17.88	18.23	18.62	19.07	

註1：上述各職位兼職僱員的薪酬按照周薪的每小時工資計算。

AGREEMENT

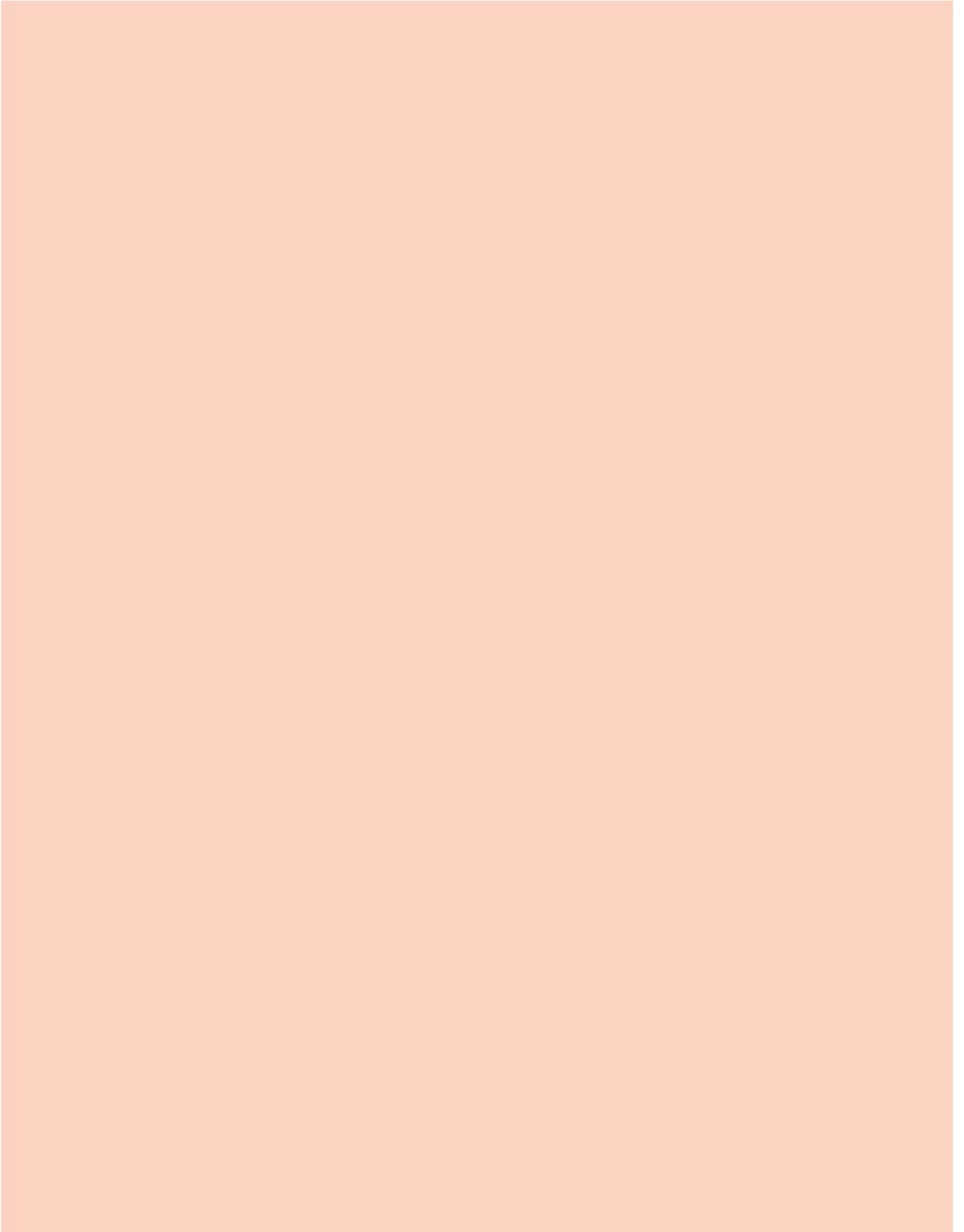
Between

SING TAO DAILY LIMITED (“The Company”)

And

**UNIFOR LOCAL 87-M
SOUTHERN ONTARIO NEWSMEDIA GUILD (“The Union”)**

(January 1, 2019– December 31, 2021)



Sing Tao Daily Limited

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ARTICLE 1

Recognition

1.01 The Company recognizes Unifor Local 87-M Southern Ontario Newsmedia Guild as the exclusive bargaining agent for all editorial employees of the Company in the City of Toronto and the City of Markham save and except Deputy Editor-in-Chief and persons above the rank of Deputy Editor-in-Chief.

References to Gender

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

ARTICLE 2

JURISDICTION & RELATIONSHIP

Management Rights

2.01 The Union recognizes and acknowledges that the management of the Employer and the direction of the working forces are fixed exclusively in the Employer. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, promote, demote, classify, transfer and retire (subject to applicable legislation) employees and to discipline or discharge regular employees who have successfully completed their probationary period for just cause;
- (c) Make, enforce, and alter, from time to time, reasonable rules and regulations to be observed by the employees provided such rules and regulations do not conflict with the provisions of this collective agreement;
- (d) Determine the nature and kind of business conducted by the Employer, equipment to be used, the methods and techniques of work, the content of jobs, the scheduling of shifts and overtime, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof including the closing of any facility, or part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement;
- (e) Establish and administer reasonable tests for the purpose of assisting the Employer and determining an employee's qualifications.

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- 2.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the express provisions of this Agreement which shall serve as the only limitations upon such functions provided the Employer exercises its rights in a manner that is fair and reasonable.
- 2.03 The Union recognizes that the Employer shall have the exclusive right to assign work and to determine from time to time and at any time, the person or classification to which its work shall be assigned. The assignment of work to a particular person or classification shall not limit the right of the Employer to reassign such work to another person or classification.

Work of the Bargaining Unit

- 2.04 The Company shall not assign to any employee outside the Bargaining Unit covered by this Agreement (save and except the STN bargaining unit members) any work now performed by full-time employees within the Bargaining Unit should such assignment result directly in the layoff of one (1) or more full-time members of the Bargaining Unit.

A layoff shall be defined as a reduction in the regular weekly scheduled hours of work equivalent to one (1) or more full shifts.

In order to ensure adequate coverage under the new work schedule it is agreed and understood that employees not in the bargaining unit may cover shifts where there is insufficient full-time staff to cover such shifts without resort to overtime.

No Strikes or Lockouts

- 2.05 While the collective agreement is in force, neither the Union nor any employee shall take part in or call or encourage any strike as defined by the *Labour Relations Act, 1995* as amended from time to time. If such action takes place the Union agrees to repudiate it forthwith and direct the participants to cease their activities and/or return to work. While the collective agreement is in force the Employer shall not engage in any lockout of employees.

ARTICLE 3

UNION MEMBERSHIP & DUES CHECK-OFF

Union Shop

- 3.01 All employees in the bargaining unit who were members of the Union on May 25, 2000 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.
- 3.02 All persons accepting employment in the bargaining unit on or after May 25, 2000 shall become Union members within twenty (20) days from the date of commencing

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employment, and shall, as a condition of employment, remain Union members in good standing for the period of this Agreement.

- 3.03** 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 Unifor and the by-laws of the Unifor, Local 87-M, Southern Ontario Newsmedia Guild.

Dues Check Off

- 3.04** As a condition of their current continued employment, all employees and all future employees shall be required to execute and deliver to the Employer a written authorization for deduction of their regular monthly Union dues or the equivalent thereof.

- 3.05** The Company agrees to deduct from the bi-weekly earnings of each employee covered by the Collective Agreement, an amount equal to the regular union dues (as specified in writing by Unifor, Local 87-M, Southern Ontario Newsmedia Guild and calculated in accordance with the terms below) and to remit the total of such deductions by cheque to the Treasurer of the union before the 15th day of the month following the month in which deductions are made. The Company shall, when remitting dues, give the names of the employees from whose pay deductions have been made.

- 3.06** The monthly remittance of dues to the Union will be substantiated by a separate listing of gross earnings and dues deductions for each employee for the month.

- 3.07** In consideration of the Company's agreement as stated above, the Union hereby undertakes and agrees to indemnify and save the Company harmless from and against any and all claims against it for the deduction of regular Union dues made and remitted in accordance with the foregoing.

General Assessments

- 3.08** In addition to the foregoing, the Company agrees on the written authorization from the Union, which shall be given at least two (2) weeks in advance of such deduction, to deduct general assessments as required by the Union and to remit the deductions by cheque to the Treasurer of the Union before the 15th day of the month following the month in which the deductions are made.

Humanity Fund

- 3.09**
- 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 **Unifor Social Justice** 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) 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

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within thirty (30) days of the ratification of the Agreement or within thirty (30) days after being hired.

- d) All such employee contributions to the Unifor Social Justice Fund shall be recorded on the employee's T4 Form.

ARTICLE 4

INFORMATION

4.01 The Company shall supply the Union with the following information upon ratification for each employee and within one (1) month of hiring new employees:

- (a) name, sex, date of birth, address, telephone number;
- (b) date of commencing employment;
- (c) classification;
- (d) experience rating and experience anniversary.

Within one (1) month, the Company shall notify the Union in writing of:

- (e) changes in any employee's rate of pay effected through a job posting or annual advancement on the wage grid and the effective date;
- (f) changes in any employee's classification and rate of pay effected through the job posting process and the effective date; and
- (g) resignations, retirements, deaths.

ARTICLE 5

REPRESENTATION & MEETINGS

5.01 The Company acknowledges the right of the Union to elect or appoint up to four (4) stewards. The Union may also elect or appoint alternates to the designated Stewards on the understanding that such alternates only act in the absence of the designated Steward. The Union will notify the Company in writing who the Stewards are, and of any changes.

5.02 In order to facilitate the investigation and handling of grievances, a Steward shall be permitted to leave the Steward's work station during working hours without loss of pay, provided that:

- (a) the Steward has obtained the prior consent of the Steward's immediate supervisor (which consent shall not be unreasonably withheld);
- (b) the time is devoted to the prompt handling of grievances; and
- (c) the handling of grievances does not interfere with the efficient operation of the business.

Meetings

- 5.03** The Company and the Union recognize that meetings between representatives of the respective parties to this Collective agreement are necessary in order to maintain a proper working relationship between the parties. It is recognized that meetings normally fall into three categories as follows:
- (a) Grievance meetings as described in Article 24;
 - (b) The parties agree that it is beneficial to meet to discuss matters of mutual interest and/or concern (excluding grievance meetings) from time to time. To this end, Union/Management meetings may be held upon mutual agreement between the President (or his designate) and the Union. Representation from either party will be limited to a maximum of three (3) attendees. The Local President and/or the Local Representative of the Union may also attend such meetings.
 - (c) The Union may appoint or elect a Negotiating Committee not to exceed three (3) employees from the bargaining unit for the purpose of negotiating renewal of the collective agreement. The Company shall not be required to recognize the Union Negotiating Committee until after the notice of desire to bargain has been provided and the Union has notified the Company, in writing, of the names of the members of the Union Negotiating Committee. The Company shall allow Union Negotiating Committee members unpaid leaves of absence from work for the purpose of attending bargaining meetings.
 - (d) The company will arrange to release from duties employees required to attend a grievance meeting and those attending Union/Management or negotiating meetings. Employees will be paid at their regular straight time hourly rate for time at such meetings (except negotiations).

ARTICLE 6

PROBATION PERIOD, DISCIPLINE & DISCHARGE

Probationary Period

- 6.01** New full-time employees shall be on probation until they have worked one hundred and thirty (130) shifts. New part-time employees shall be on probation for the first nine-hundred and ten (910) hours worked by the employee. The probationary period may be extended by mutual agreement. Upon completion of the probationary period the employee shall be granted seniority with credit from the original start date.

Probationary Dismissal

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

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Just Cause

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

Human Rights

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

Union Activity and Membership

6.05 There shall be no discrimination against of any employee because of lawful Union activity. The Union and the Company agree that no employee shall be discriminated against for reason of membership or non-membership subject to Article 3 above.

Disciplinary Interviews

6.06 When an employee is requested or required to attend for an interview for the purpose to discipline of such employee, the Company shall advise the employee of his or her right to the presence of a Union Steward. The management designate will send for the Steward at the employee's request without undue delay and without further discussion of the matter, provided that the Steward is readily available. If no Steward is available, the employee may request the presence of, and the management designate shall send for, a Union unit officer or some other Union member for the interview. A violation of this clause by the Employer does not void any subsequent discipline or dismissal.

Personnel File

6.07 Every employee shall have the right to inspect any disciplinary notations or formal evaluations contained in 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 the file in the presence of management upon providing a request in writing.

Written Notice of Disciplinary Action

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

Removal of Discipline

6.09 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 7

HOURS OF WORK & OVERTIME

Hours of Work & Consecutive Days Off

7.01 The normal work week for full-time employees shall consist of up to 38.5 hours per week, exclusive of meal periods, divided over five (5) days per week with two (2) consecutive days off but this shall not be a guarantee or limit on the hours worked.

Overtime

7.02 Authorized overtime shall be paid to an employee after 38.5 hours per week at the rate of straight time for the first two (2) hours and time and one-half for all additional overtime hours. For the purpose of calculating hours for overtime, any paid leave or an unpaid leave for the purposes of Articles 5.03 (c) and (d) during the week in question shall be deemed to be time worked. All overtime must be approved in advance by an employee's supervisor. For the purpose of calculating a full-time employee's hourly rate, it is agreed that the employee's weekly salary shall be divided by the 38.5 hour work week.

7.03 N/A

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

7.05 Each employee is entitled to at least one (1) eleven-hour interval in every twenty-four hour period.

7.06 There shall be no pyramiding of overtime or duplication of any premiums under this Agreement.

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

7.08 Subject to legality and to conditions set out hereinafter, employees may elect to be compensated for authorized overtime worked either in cash or in time off up to forty (40)

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hours in each half of the calendar year, in either case to be calculated at the appropriate contract rate for the overtime worked. When an employee requests time off, such time must be arranged at a time which is agreeable to both the Company and the employee within the half in which it is accrued. If it is not possible to arrange such time off at the mutual convenience of the Company and the employee within the half in which it is accrued, the employee shall be compensated for the overtime worked in cash after the end of each half of the calendar year. An election once made may not be revoked.

7.09 If the Employer wishes to reschedule an employee's day off, the Employer must notify the employee no less than 48 hours in advance of the day off. If the Company fails to give the required notice but still wishes to reschedule the employee's day off, the employee shall be entitled to overtime pay at the rate of one and one-half (1-1/2) regular pay for the entire shift. However this premium shall not be paid if:

- (a) The rescheduling is necessary because of unforeseen absence of another employee;
- (b) The Company reschedules the employee's day off consecutive to his next scheduled day(s) off.

7.10 An employee whose working schedule requires him/her to work between the hours of 8 p.m. and 6 a.m. shall be paid a premium of forty cents (\$0.40) an hour for each hour worked in that time period. The purpose of this premium is to compensate for working evening and night hours and as such shall not be considered to be pyramiding when paid for hours that are otherwise compensated with a premium under Article 7 or 12.

7.11 Where a full time employee has completed the employee's shift and left the Company's facilities and is subsequently required to perform work of at least 30 minutes duration including any required travel time, the employee shall be paid a minimum of 3 hours at the applicable rate under the collective agreement, or the actual hours worked, whichever is greater. For work of less than 30 minutes duration, the employee shall be paid at the applicable rate under the collective agreement for the actual time worked.

7.12 The minimum shift for part time employee shall be 3 hours.

ARTICLE 8

HIRING, PROMOTION and TRANSFER

8.01 The company shall post a notice of all permanent vacant positions within the bargaining unit for a period of six (6) days. Applications from interested employees must be made to the President during this six day period. All qualified internal applicants shall be granted an interview. Employees who have not completed their probationary period are not eligible to apply for a job posting. Applications from employees who have successfully applied for a permanent vacancy in the prior 12 months need not be considered by the company. In the application of this Article, the company may seek outside candidates for

the vacancy; however qualified internal candidates shall have priority for appointment to the position over external candidates.

- 8.02** A temporary (i.e. non-permanent) vacancy shall be a vacancy which does not exceed six (6) months save and except (a) a vacancy arising from pregnancy/parental leave in which case the temporary vacancy shall extend to the conclusion of such leave or (b) a vacancy arising from absence due to illness or injury in which case the temporary vacancy shall not exceed twelve (12) months.
- 8.03** In awarding the position, the successful applicant shall be chosen on the basis of, experience, ability, educational qualifications, training and reliability. If the experience, ability, educational qualifications, training and reliability of the two leading candidates for the position are relatively equal, seniority will determine the successful candidate.
- 8.04** If nobody who has applied has the necessary experience, ability, educational qualifications, or training, the Employer may seek a candidate from outside the bargaining unit.
- 8.05** This Article does not apply to job assignments within a classification.

Salary Upon Promotion

- 8.06** Employees permanently transferred or temporarily assigned for a minimum of one (1) consecutive full shift or more to a higher paid classification shall receive the minimum rate of the higher classification next higher in dollars to the rate they received in the lower classification.

This Article shall not apply to employees temporarily transferred for the purposes of training the employee. It is understood that this exemption for training situations shall not apply unless the trainee is surplus to the normal shift complement.

Transfer to Other Positions

- 8.07** In the event a bargaining unit employee is promoted to a non-bargaining unit position, he shall accrue service and seniority and retain the continuous service and seniority previously acquired in the bargaining unit job. This clause shall not apply if the bargaining unit employee is not returned to the bargaining unit within twelve (12) months from such promotion or reclassification.
- 8.08** An employee who accepts a temporary assignment to a non-bargaining unit position shall not be covered by any provision of the collective agreement, except where assignment is for a period of less than twelve (12) months, then Articles 6.03, 6.08, and 24 may apply. However it is understood that such a grievance is restricted to termination of employment only.

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ARTICLE 9

GENERAL WAGE PROVISIONS

9.01 Employees shall be paid in accordance with the salary schedule in Appendix A. In the event that an employee is to be started at higher than the start rate, the Company agrees to first discuss it with the Union.

ARTICLE 10

TEMPORARY AND PART-TIME EMPLOYEES

10.01 A temporary employee is one who is hired to:

- (i) cover a leave of absence due to pregnancy and/or parental leave or for other leave of absence including vacation absences; and,
- (ii) work on special projects or for a specified time in either case not to exceed six (6) months. The Union shall be notified of the nature and duration of such temporary hiring.

10.02 Temporary employees shall not be used to reduce, displace or eliminate full-time employees.

10.03 Temporary employees shall not establish seniority under this agreement. Temporary employees are not covered by Articles 2.04, 8, 11, 12, 13, 15, 16, 18, and 19. Vacation entitlement and statutory holiday pay shall be governed by the provisions of the *Employment Standards Act*.

Temporary employees who transfer to permanent employment at the end of their temporary term shall be credited with their temporary service and are not required to complete the probationary period outlined in Article 6.01 above providing they have worked in the same classification for a longer period of time than the probation period applicable. Notwithstanding the above, a full-time temporary employee shall be covered by the collective agreement under Articles 12, 14, 15, and 19 in the event that his employment exceeds one (1) year.

Part-Time Employees

10.04 A part-time employee is one who is hired to work thirty and one-half (30.5) hours or less of the weekly work period, exclusive of meal periods, as described in Article 7. Employees who work more than 30.5 hours per week for more than 20 weeks in each calendar year (commencing in 2001) shall be deemed to have become full-time employees.

10.05 Part-time employees are not covered by Articles 2.04 (Work of the Bargaining Unit), 12 (Recognized Holidays), 13 (Vacation), 14 (Sick Leave), and 15 (Benefits). Vacation

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entitlement and statutory holiday pay shall be governed by the provisions of the *Employment Standards Act*.

Part-time and temporary employees who are required to work on a paid holiday shall be paid at the rate of one and one-half (1-1/2) times their regular rate for all hours worked.

- 10.06** The Employer shall contribute 50% of the premium for part-time employees who choose to enroll with respect to the extended health and dental benefits under the existing insurance plan subject to the limitations set out in Article 15 (benefits).
- 10.07** Part-time employees may work full-time hours without affecting their part-time status when covering an employee due to absence for long-term illness, workers' compensation or an approved leave of absence greater than 30 days.
- 10.08** Part-time employees shall be paid 3.46% of their regular wages in lieu of holiday pay on every cheque.
- 10.09** Part-time employees shall be paid 4% of their gross earnings weekly as vacation pay. After a part-time employee has accrued 9,625 hours of service, the percentage amount shall be increased to 6%. Part-time employees are entitled to two (2) weeks' unpaid vacation time each year, or three (3) weeks as may be applicable.

ARTICLE 11

LEAVES OF ABSENCE

Bereavement

- 11.01** a) A regular employee will be granted up to five (5) scheduled working days' leave of absence with pay for the purpose of making arrangements and attending the funeral in the event of the death of spouse, children, father or mother. For greater clarity, "spouse" includes common-law spouse and "children" includes stepchildren.
- b) A regular employee will be granted up to three (3) scheduled working days' leave of absence with pay for the purpose of making arrangements and attending the funeral in the event of the death of a member of his/her immediate family which shall be limited to brother, sister, father-in-law, mother-in-law, grandmother, grandfather, grandchild, brother-in-law, or sister-in-law.
- c) Such possible day or days' leave of absence described in paragraph (a) and (b) of this Article shall be between the day of death and the funeral inclusive.
- d) The above is subject to the provision that the employee shall not receive any additional day or days' leave or pay because the death and/or arrangements and funeral occurred on a statutory holiday, or during his/her vacation, or during any leave of absence without pay.

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

Personal Leave

11.02 Application for an unpaid leave of absence of up to twelve (12) months shall be granted by the Employer providing that such leave can be arranged without interference with the efficient operation of the newspaper. The employer shall consider all requests in a fair manner. Where possible, all leaves must be requested in writing no less than thirty (30) days before commencement of the leave. An employee on leave under this clause shall have his benefits continued if he pays the full cost of the premium. An employee on leave under this clause shall cease to accrue seniority and service after thirty (30) calendar days of the commencement of the leave (after ninety (90) days if the leave is for an approved union leave or work related educational leave).

Jury Leave

11.03 When an employee who has completed their probationary period is called for jury duty, he shall receive for each day absent from regularly scheduled working hours, the difference between regular pay lost and the amount of jury fee received, providing the employee furnishes the Employer with a notice (or notices) from the jury office showing the dates of service and the amount of any fee received. On such days, the employee must work regularly scheduled hours that remain possible as a result of when such jury duty starts and finishes. The employee shall call his supervisor to ascertain whether it is necessary to report for work.

Union Leave

11.04 Upon three (3) weeks written notice the Employer may grant leave of absence without pay to not more than two (2) employees at any one time and not more than one (1) per department if the employee has been elected as a delegate to conventions or conferences of the Unifor of Canada, Ontario Federation of Labour, Canadian Labour Congress, or Local Labour Council or Local 87-M meetings. Such leaves shall not exceed seven (7) days in duration.

11.05 If an employee is elected or appointed to any office or position of the Unifor, CLC, or office or position of a local of the Unifor, such employee on request will be granted a leave of absence without pay, for a period of not longer than two (2) years which may be extended by mutual agreement and shall be reinstated to the same or a comparable position upon the expiration of such leave. No more than one (1) employee may be absent simultaneously on such leave. During the period of leave seniority shall accrue, however, such time absent shall not be considered service time for the computation of benefits dependent on length of service and anniversary increases. Credited service for the purpose of the Pension Plan shall be governed by the rules of the plan.

Pregnancy and Parental

11.06 The Employer shall grant pregnancy and parental leave in accordance with the terms and conditions of the *Employment Standards Act*.

ARTICLE 12

RECOGNIZED HOLIDAYS

12.01 (a) The Employer recognizes the following as paid holidays:

- | | |
|----------------|--|
| New Year's Day | Family Day |
| Good Friday | Victoria Day |
| Canada Day | Civic Holiday (1 st Monday in August) |
| Labour Day | Thanksgiving Day |
| Christmas Day | December 26 th |

To be eligible for Holiday pay an employee must have worked his scheduled shift immediately preceding and following the holiday. An employee who agrees to work on the public holiday and who, without reasonable cause, fails to report and perform work is not eligible to receive holiday pay. Note: if the government repeals the holiday, Family Day will be deleted from the contract.

(b) The Employer shall continue to recognize the two (2) Chinese New Year days as paid holidays. However, should the Employer, in the future, decide to publish on such days, it is recognized that the Employer has the right require employees to work such days and to schedule two (2) alternate working days as paid days off for those who are required to work prior to the end of the calendar year in which the paid holidays fall. If an employee who isentitled to such an alternate day(s) is not scheduled such alternate paid day(s) off before the end of the year he shall be paid the equivalent of one (1) day's pay at the employee's regular rate. Notwithstanding the Employer's right to schedule alternate holiday(s) an employee, at his option, may schedule such alternate holiday to fall immediately before or after his vacation provided that an alternate date has not been previously scheduled by the Employer.

To be eligible for Chinese New Year Holiday pay an employee must have worked his scheduled shift immediately preceding and following the holiday.

12.02 An employee who is scheduled to work on a holiday under 12.01(a) shall at his option be paid at one and one half (1-1/2) his hourly rate for all hours worked on a recognized holiday. Alternatively, employees may be given an alternate day off with pay on a mutually agreeable day provided such alternate day is scheduled not later than twelve (12) months after the actual holiday.

12.03 An employee whose regular time off falls on a holiday shall receive at the employee's option, equivalent paid time off or shall receive one (1) day's pay at straight time. Scheduling of equivalent time off shall be by mutual consent however any banked holidays must be taken or paid out by the end of the first month after the end of each calendar year.

12.04 For the purposes of Article 12.02 the shift corresponding to the paid holiday shall be identified by the date on which falls the starting time of the shift.

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12.05 For hourly rated employees, holiday pay shall be calculated as the employee's regular rate multiplied by the regular (non-overtime) hours normally worked per day by the employee. Where a dispute arises regarding the employee's regular (non-overtime) hours normally worked per day, the Employer will determine the hours on as the average of the regular (non-overtime) hours worked by the employee in the twelve (12) weeks preceding the Holiday.

ARTICLE 13

VACATIONS

Paid Vacation

13.01 Vacation time shall be subject to the employer's staffing requirements and must be approved by the employer. Vacation requests shall be submitted annually according to the vacation policy and will be considered on a first come/first served basis. Annual vacation time must be taken before March 31st of the following year or that time will be lost. This shall not apply to an employee who has been unable to take all vacation entitlement due to business demands at the request of the employer. In that case vacation outstanding will be paid out the first payroll following March 31st. The employer will provide the union with a summary of vacation pay cash outs for bargaining unit employees following March 31st.

13.02 "Vacation time" will not be cumulative from year-to-year.

13.03 "Vacation time" and "vacation pay" shall be calculated as follows:

- (a) An employee who has passed their probationary period but has less than five (5) years continuous service on his/her anniversary date shall be paid four percent (4%) of his/her gross pay as vacation pay and shall be entitled to ten (10) days off work as vacation time.
- (b) An employee with five (5) years but less than ten (10) years of continuous service on his/her anniversary date shall be paid six percent (6%) of his/her gross pay as vacation pay and such an employee shall be entitled to fifteen (15) days off work as vacation time.
- (c) An employee with ten (10) or more years of continuous service on his/her anniversary date shall be paid eight percent (8%) of his/her gross pay as vacation pay and shall be entitled to twenty (20) days off work as vacation time.
- (d) An employee shall receive an additional paid vacation day for each year of completed service after the conclusion of the tenth (10th) year of continuous service to a maximum of five (5) vacation days at the completion of the employee's fifteenth (15th) year of service. The employee shall receive an additional .4% of gross pay for each additional day of vacation entitlement to a maximum of 2%.

- 13.04** "Gross pay" referred to in Article 13.03 is defined as the employee's total regular wages including, overtime wages and bonuses (and, for the sake of clarity – excluding vacation pay) received by the employee in the calendar year.
- 13.05** An employee shall be entitled to schedule up to two (2) of his vacation weeks in blocks of at least one (1) week at a time.
- 13.06** In arranging the vacation schedule the Employer shall determine the number of employees needed at all times in order to maintain an efficient and orderly operation. The employer shall consider employee preferences in establishing the vacation schedule.

ARTICLE 14

SICK BENEFIT

- 14.01** Employees are required, as a condition of continued employment, to attend work regularly and as scheduled. When unable to attend, the employee will contact the Department Head or his designate as soon as possible in advance of his scheduled starting time, giving the reason he is unable to attend, the date of his expected return and details of where he can be reached.
- 14.02** An employee who has passed his or her probation period and who is prevented from working due to bona fide illness or injury shall be reimbursed at one hundred percent (100%) of his or her regular rate of pay less deductions required by law for a period of two (2) weeks beginning on the first day of absence. An Employee in the hourly rated group shall receive daily benefits based on his average daily pay in the twelve (12) weeks preceding the week in which the absence occurs.
- 14.03** In order to be eligible for benefits under this provision:
- (a) An employee must cooperate with all efforts of the Employer to return the employee to work with or without reasonable accommodation as appropriate. Moreover, an employee must take all proper steps to ensure the earliest possible return to work including attendance at a qualified physician and the following a prescribed treatment program.
 - (b) An employee must not have otherwise been absent for work as a result of layoff, strike, suspension, discharge, scheduled vacation or holiday, or scheduled leave of absence under any of the provisions of the collective agreement.
 - (c) An employee must submit a physician's medical report satisfactory to the Employer where reasonable, and in any event, on the third (3rd) day of an absence.
 - (d) The bona fide illness or injury must not be as a result of self-inflicted injuries or illnesses, medical or surgical care which is cosmetic or the committing or the attempt to commit an assault or a criminal offence.

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- 14.04** There shall be no entitlement to sick benefits if it is subsequently determined that the Employee was absent from work as a result of the same illness or injury for which the employee is receiving *Workplace Safety and Insurance Act* benefits. Any resultant overpayment shall be recovered from the employee's pay.
- 14.05** Employees shall be required to reimburse the Employer on the settlement or judgment of any legal action (respecting damages for lost income) arising of the employees injury or illness when amounts paid out under the Employer's sick leave plan in conjunction with such settlements or judgments, would have the effect of paying the employee more than 100% of his lost income.
- 14.06** Employees may draw upon existing vacation credits or compensation for time owed to maintain income at 100% of regular wages.
- 14.07** Employees are entitled to holiday and vacation pay while in receipt of sick pay.

ARTICLE 15

BENEFIT PLANS

- 15.01** During the term of the Agreement, the Employer agrees to contribute one hundred percent (100%) of the billed premiums towards the coverage of eligible employees in the employ of the Employer under the Employer benefit plan. All coverages are subject to the conditions set out in the benefits plan.
- 15.02** It is understood that the benefit plans are not part of this Agreement and are not subject to the grievance and arbitration procedure. However, the Employer guarantees that the plan which it purchases during the term of the collective agreement shall provide benefits at the level equivalent to that currently enjoyed by employees and the issue of level of coverage may be the subject of a policy grievance under Article 24.
- 15.03** Benefits shall discontinue in accordance with the limitations as specified in the applicable benefit plan. Where no such limitation is expressly set out in the plan benefits shall discontinue at the end of the month following the month in which the employee ceases to be actively at work save and except as otherwise required by law.

ARTICLE 16

PENSION

- 16.01** The Company shall during the life of this Agreement maintain the pension plan in effect at the signing of the Agreement or a plan providing at least equal benefits. The current level of matching contributions under the plan, applicable to employees hired prior to March 11, 2010 are (subject to limitations required by law):
- From one (1) full year to less than five (5) years service; employee/Company matching contributions each up to 5% of basic salary

- Five (5) to less than ten (10) years service: employee/Company matching contribution up to 5% of basic salary plus an additional 2.5% Company contribution if the employee makes a contribution.
- Ten (10) or more years service: employee/Company matching contribution up to 5% of basic salary plus an additional 5% Company contribution if the employee makes a contribution.

New hires (employees hired on and after March 11, 2010) will participate in the Company pension plan as follows:

- employee/Company matching contributions each up to 5% of basic salary

16.02 There shall be a joint Union-management advisory committee of at least two (2) members from each party (i.e. including one (1) bargaining unit member from each of Sing Tao Daily Limited and Sing Tao Newspapers (Canada 1988) Limited, appointed by the Union) for the purpose of monitoring investment decisions and rate of return and providing information to the members of the plan.

ARTICLE 17

SENIORITY & SERVICE

Seniority Defined

17.01 Seniority means length of continuous service. Full-time employees shall accrue seniority from date of hire. Seniority for part-timers shall be based on hours worked commencing June 1, 2000. For all time worked prior to June 1, 2000 by part-time employees, seniority shall be based upon date of hire divided by two. Temporary employees shall not accumulate seniority. When two (2) or more employees commence work in the same seniority group on the same day, the procedure for establishing their relative seniority shall be based upon a coin-flip.

Continuous Service Broken

17.02 Continuity of service shall be considered broken, seniority lost and employment terminated when an employee:

- (i) resigns, retires or is discharged, or in the case of an employee who has completed his probationary period, is discharged for just cause; or
- (ii) is laid off by the Company for a period exceeding one (1) year; or
- (iii) fails to report for work after the end of an authorized leave of absence unless a satisfactory explanation is given; or
- (iv) fails to notify the Company of his intention to return to work within three (3) days after notification of recall from layoff as provided in Article 18.10 or fails to report to work within two (2) weeks of recall from layoff; or

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- (v) is absent without contact with the Company for three (3) consecutive shifts, unless a satisfactory explanation is given; or
- (vi) is absent due to illness or injury for a period of more than twenty-four (24) months subject to the Company having met its obligations pursuant to the *Human Rights Code*.

17.03 It shall be the responsibility of an employee to keep the Company advised, in writing, of his current address. The Company shall be deemed to have given an individual on layoff notice of recall by sending notice of recall by registered mail to the last address supplied by the individual. Such notice shall include the date and time at which the individual is to report to work. Such notice shall be deemed to be received upon the date the Company Letter or Canada Post notice is delivered as established by Canada Post (registered mail).

Combination of Part and Full-Time Service

17.04 Part-time employees who become full-time employees shall be credited for part-time service by having a seniority calendar date established on the actual hours worked (save and except service prior to June 1, 2000 shall be calculated at 50% for the purposes of determining seniority). Full-time employees who become part-time employees shall be credited on the basis of 1,925 hours per year of service.

Seniority Lists

17.05 The Company agrees to maintain seniority lists for regularly employed full-time employees and separate lists for regularly employed part-time employees. The lists will show the date from which seniority accumulates for each employee. An updated copy of the listings will be provided to the Guild during the month of April of each year.

The name of a regular full-time or regular part-time employee shall be placed on the appropriate seniority list next published following successful completion of the probationary period of such employee.

Service Outside the Bargaining Unit

17.06 An employee who transfers into the bargaining unit and who may have previous service and/or seniority with the Company outside the bargaining unit shall, subject to Article 8.06, start to accrue seniority for the purposes of the Collective agreement from the date of entry into the bargaining unit.

17.07 Article 17.06 shall not apply to employees of the Sing Tao Newspapers (Canada 1988) Limited bargaining unit who shall be credited with seniority for service with that Company.

ARTICLE 18

LAYOFFS

- 18.01** When it is determined by the Employer that a reduction in the workforce is necessary which will last more than one (1) week, not less than two (2) weeks notice shall be given to the Union and the employees affected. For layoffs of less than one (1) week, notice shall be provided in accordance with the *Employment Standards Act*.
- 18.02** The Employer will give the Union and employees as much advance notice as practicable of technological change which can reasonably be anticipated to necessitate a staff reduction affecting employees in the bargaining unit, but in any event the Employer will enter into discussions with the Union as to reducing the disruption of employment and the feasibility of employing existing staff in connection with the new technology. Present employees will be given a reasonable period for training in order to become proficient on the new equipment. In no case shall such period exceed three (3) months.
- 18.03** Layoffs of any employee(s) within any classification shall be based upon reverse seniority provided the remaining employees have sufficient skills, qualifications, and ability to perform the work.
- 18.04** Within the notice period mentioned above, the Employer shall accept requests for voluntary resignations from other employees in the work classification groups involved. Such employees shall be paid severance pay in accordance with the provisions of the collective agreement. Where the number of requests for voluntary resignations in the applicable classification exceed the number of layoffs, the Employer will accept such requests on the basis of seniority.
- 18.05** Prior to requiring a layoff, the affected employee(s) shall be offered the opportunity to be placed into any bargaining unit vacancy for which he or she has the necessary skills, qualifications, and ability to perform the job.
- 18.06** An affected employee may bump the most junior employee in an equivalent or lower classification provided the position is held by a more junior employee and provided he or she has the proven skill, qualifications, and ability to competently perform the job. Any employee wishing to bump must do so within one (1) week of receiving their notice of layoff if notice is required to be provided in accordance with Article 18.01.
- 18.07** An employee who bumps into a position in an equivalent or lower classification shall be paid no less than his or her current rate, or the maximum for that classification, whichever is less.
- 18.08** The person so displaced may exercise a similar right to bump in accordance with Article 18.06 within one (1) week.
- 18.09** Any employee who is laid off under this Article shall receive no less than the notice provided for in Article 18.01.

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- 18.10** Recall of bumped or laid off employees to available vacancies in their previously held positions shall prevail over Article 8 (Hiring, Promotion & Transfer). Affected employees shall be offered reinstatement to employment in the classification held prior to layoff on the basis of seniority, in reverse order of their layoff, provided they have the skills, qualifications, and ability to perform the available work, before other help may be employed. Notification of recall shall be by letter addressed to his or her last known address on the Employer's records with a copy sent to the Union. The recall rights will not extend for a period longer than twelve (12) months.
- 18.11** During layoff, seniority shall not be broken but shall not accrue, subject to the time limits specified under Article 17.02 (ii).
- 18.12** Full-time employees may bump part-time employees subject to the restrictions and provisions set out in Article 18.06 above. Part-time employees may not bump full-time employees.
- 18.13** Full-time employees may decline recall to a part-time position without affecting their recall rights. However full-time employees who accept recall to a part-time vacancy (which they can fill in accordance with the restrictions set out in Article 18.10) shall have priority to the next full-time vacancy (which they can fill in accordance with the restrictions set out under Article 18.10) over other employees, including more senior employees, who declined recall to a part-time position.
- 18.14** Any period of employment for which severance pay has actually been paid, shall not be counted as service in calculating the amount of severance pay which may again become due after reinstatement to employment or in the calculation of eligibility for any other benefits based on length of service.

ARTICLE 19

SEVERANCE PAY

- 19.01** (a) Upon termination of employment, except for cause, an employee shall receive severance pay in a lump sum equal to one (1) week's pay at the current wage rate for his position for every six (6) months of continuous service or major fraction thereof with the company, but not in excess of fifty-two (52) weeks pay.
- (b) Employees who accept notice of layoff or bumping or volunteer to accept layoff under Article 18.04 shall receive severance pay under this Agreement.
- (c) In the event of dismissal because of technological change, an employee shall receive severance pay in a lump sum equal to one (1) week's pay at the current wage rate for his position for every five (5) months of continuous service or major fraction thereof with the company, but not in excess of fifty-two (52) weeks pay.
- (d) Part-time employees will have their weekly pay rate determined for the purposes of this Article by an average of weekly earnings over the previous twelve (12) months of employment in the bargaining unit.

- 19.02** Any lump sum payment made under this Article may be deferred up to twenty-four (24) calendar months at the employee's request.
- 19.03** Any period of employment for which dismissal pay has actually been paid, and not refunded, shall not be counted as service in calculating the amount of dismissal pay which may again become due after reinstatement to employment.

ARTICLE 20

EXPENSES

- 20.01** The Company shall reimburse all authorized expenses incurred for meals, accommodation, car rental, parking lots and meters, taxi and travel upon provision of a receipt by the employee (unless the metered parking does not provide a receipt).
- 20.02** Employees shall be compensated for use of their personal automobile for travel from the Company's office to a job assignment and back at the rate of fifty (50) cents per kilometre.
- 20.03** The Company shall provide the camera equipment to be used by photographers.
- 20.04** The Company shall provide a cell phone to each reporter and photographer and pay the cell phone bill for all calls made in the course of the employee's work activities. Cell phones shall remain property of the Company and shall only be used for Company related business. The Company reserves the right to switch cell phone carriers from time to time.
- 20.05** The Employer may agree to reimburse an employee for tuition fees for a job related educational course if a written request is made not less than one (1) month in advance of the course and authorization is granted by the Employer. Courses shall not be authorized if the attendance requirement of the course conflicts with an employee's hours of work. Tuition payments are subject to the employee successfully attending and passing the course. Employees who do not (a) attend all instruction time (in the case of courses where the employee is not evaluated) or (b) do not make all reasonable attempts to attend instruction time or do not successfully pass course requirements (in the case of courses where an employee is subject to evaluation) shall not be reimbursed. In advance of the course an employee shall sign a letter authorizing the Employer to deduct any such education amounts forwarded in advance to the employee from the employee's pay should the employee fail to comply with the above noted requirements.
- 20.06** The employer shall pay the difference between the personal and business auto insurance to a maximum of \$285 effective upon ratification; (\$285 effective January 1, 2015) provided the employee submits a letter from the insurance company showing the difference and demonstrating proof of payment.
- 20.07** Employee parking to attend work at the 221 Whitehall location shall be without charge

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ARTICLE 21

HEALTH & SAFETY

21.01 A labour-management health and safety committee shall be maintained consisting of equal representation of Bargaining Unit employees and representatives of the Company. The committee will cover all bargaining unit staff of Sing Tao Daily Limited and Sing Tao Newspapers (Canada 1988) Ltd. and the number of official Committee representatives from either party shall not exceed four (4) from each Company. The committee members may agree to use sub-committees to deal with departmental issues where appropriate.

ARTICLE 22

N/A

ARTICLE 23

MISCELLANEOUS

23.01 The Company agrees to provide a bulletin board for employees covered by this contract. The bulletin board will be used for legitimate Union business. Posting of notices which are derogatory to the Company shall not be permitted.

23.02 When the Company introduces a new job classification it shall set the rates subject to the right of the Union to dispute the rate and, if necessary, refer the matter to arbitration.

23.03 An employee's by-line or credit line shall not be used over his or her protest. Whenever substantial changes are made in a Reporter's story, an effort will be made to discuss the changes before publication of the story, failing which the by-line shall not be used.

23.04 An employee shall be free to engage in any activities outside of working hours provided such activities:

- (a) are not in competition with the Employer unless the employee receives prior authorization of the Employer. Such authorization shall not be unreasonably withheld. Without restricting the foregoing and for the sake of clarity competitors of the Employer include Ming Pao, CFMT, Fairchild Television, Fairchild Radio, C.C.B.C and World Journal or;
- (b) do not result in any conflict of interest and do not exploit the employee's connection with the Employer or do not associate the Employer with any particular group.

23.05 Articles written by employees on their own time shall first be offered to the Employer for use in its publications. Employer acceptance or rejection of Articles shall be given within three (3) days. Where the Employer has rejected an Article, the employee may submit it to a non-competing publication.

The Company will provide legal counsel of its choice for the defence of an employee facing a libel or related civil action or criminal charges as a result of work published by the Company or an act of any employee in the performance of a job function, provided that the employee has acted responsibly and within the scope of employment.

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

23.06 Except where libel or legal action has been threatened or appears probable, the Employer will not publish a correction or apology in respect of an employee's work until a reasonable effort has been made to discuss the matter with the employee. To do this the Employer shall attempt to contact the employee by telephone at home and at work. It shall be the responsibility of the employee to provide the necessary telephone numbers.

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

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

ARTICLE 24

GRIEVANCE & ARBITRATION PROCEDURE

24.01 A "grievance" means a difference arising from the interpretation, or claimed violation of any terms of this Agreement. Should a grievance arise between the Employer and the Union or its members the matter shall be handled as a grievance under the following procedure. It is agreed that it is important that differences are brought forward quickly and that sincere efforts are made to resolve them without undue delay and that both parties shall endeavor to settle the dispute at Step 1 of the following procedure.

24.02 In the case of an employee grievance or group of identical employee grievances, the following procedure shall be observed:

STEP 1

An employee, accompanied by an Union representative, if desired, shall within fifteen (15) working days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the grievor, raise the matter orally with the Editor-in-Chief or his/her designate, as appropriate. If a satisfactory settlement is not reached within five (5) working days the grievance may proceed to Step 2.

Sing Tao Daily Limited

STEP 2

If a satisfactory settlement is not reached at Step 1 then the grievance must be presented in writing, within five (5) working days of the completion of Step 1, to the Managing Director his/her designate, who will convene a grievance meeting to discuss the matter within five (5) working days of the presentation of the grievance. Union representation shall consist of the grievor, Union steward and, if necessary, the Local Representative of the Union. The Step 2 reply shall be given in writing within ten (10) working days of the grievance meeting.

- 24.03** It is agreed that the time limits and all of the requirements of the grievance and arbitration procedure are to be considered mandatory. In the event of failure to act within the time limits, or to follow the required procedure of the grievance procedure the grievance shall be deemed to have been abandoned. Any time limit or procedure in this Collective agreement may be extended or abridged by the mutual agreement of the parties in writing.
- 24.04** A Union, management or policy grievance may be initiated at Step 2.
- 24.05** Where no reply is given to a complaint or a grievance under the grievance procedure within the time limits specified, the Union or the Employer, as the case may be, shall be entitled to submit the complaint or the grievance to the next step in the grievance procedure, or to arbitration, as the case may be.
- 24.06** Whenever any time limit is established in this Article such time limit shall be deemed to be exclusive of Saturdays, Sundays and recognized holidays.

Arbitration

- 24.07** The arbitration procedure may be invoked only at the written request of either party hereto and provided this request is submitted within twenty (20) days from the date of receipt of the final answer in the grievance procedure.
- 24.08** The party requesting arbitration will submit to the other party the names of single arbitrators and the other party will reply, either accepting one of the proposed arbitrators or submitting a list of single arbitrators, within ten (10) days of receipt of the moving party's list. If the parties cannot agree on a single arbitrator within a further (10) days, then the Minister of Labour for the Province of Ontario will be asked to appoint an arbitrator to hear the matter.
- 24.09** If either party requests an arbitration board, the procedure will be followed as per Articles 24.06 and 24.07 by appointing a nominee to an arbitration board.
- 24.10** Each party shall bear the expenses of its appointee, if used, and will jointly share the expense of the chairperson or single arbitrator.
- 24.11** The single arbitrator or arbitration board shall not have the power to alter or change any of the provisions, nor to give any decision inconsistent with the terms or provisions of this Agreement.

ARTICLE 25

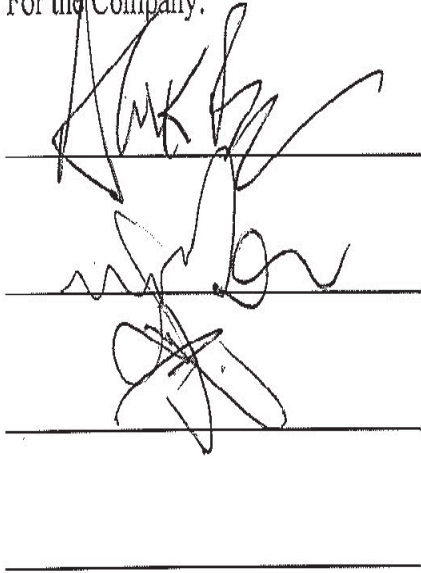
DURATION & RENEWAL

25.01 This Agreement shall become effective (except as provided herein) on January 1, 2019. This Agreement shall terminate on December 31, 2021. It shall be binding upon the successors and assigns of both parties.

Within ninety (90) days prior to the termination of this Agreement, the Company or the Union may open negotiations for a new Agreement to take effect upon the expiry of this present Agreement.

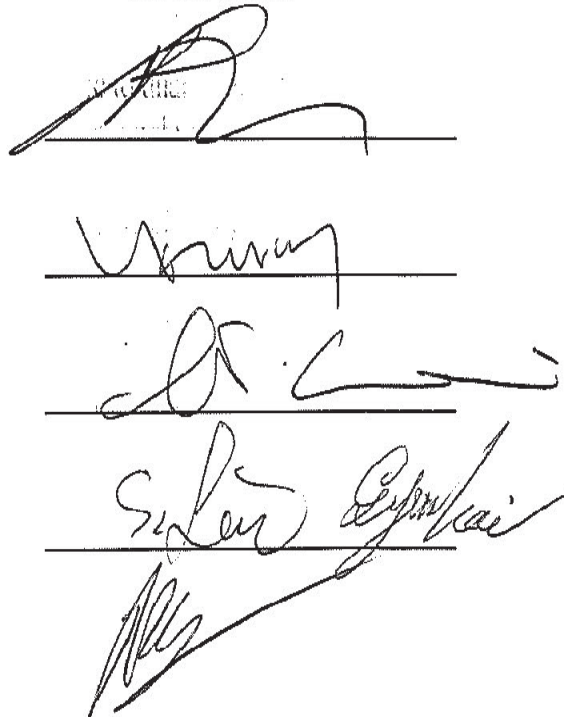
Signed this 3rd day of May, **2019** at Markham.

For the Company:



Three handwritten signatures are written over three horizontal lines. The first signature is large and stylized, the second is smaller and more cursive, and the third is also stylized.

For the Union:



Four handwritten signatures are written over four horizontal lines. The first signature is large and stylized, the second is smaller and more cursive, the third is also stylized, and the fourth is large and stylized.

Sing Tao Daily Limited

SUPPLEMENTAL AGREEMENTS AND LETTERS

LETTERS OF UNDERSTANDING

RE: Company Ticket Bonus Policy	Page 27
RE: Article 808	Page 27
RE: Reductions of Part-Time Shifts	Page 27
RE: Acting Management Assignments.....	Page 28
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RE: Pension and Benefits	Page 28
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RE: Contracting Out	Page 29
RE: Hand Scanning	Page 30

Sing Tao Daily Limited

Letter of Understanding

Between:

Sing Tao Daily Limited

-and-

Unifor Local 87-M Southern Ontario
Newsmedia Guild

Mike Sullivan
National Representative
CEP, Local 87-M
5915 Airport Rd.
Mississauga, ON L4V 1T1

Dear Mike:

The Company agrees to continue the current
airline ticket bonus policy in effect for the
life of this collective agreement.

Yours truly,

Louis Cheng
President

Letter of Understanding

Between:

Sing Tao Daily Limited

-and-

Unifor Local 87-M Southern Ontario
Newsmedia Guild

Mike Sullivan
National Representative
CEP, Local 87-M
5915 Airport Rd.
Mississauga, ON L4V 1T1

Re: Article 8.08

Dear Mike:

It is understood that if the company wishes
to deal with a performance or disciplinary
issue concerning a bargaining unit
employee, which occurs while the employee
is in an acting management position, it shall
only respond in one of two ways. The

company shall either reassign the employee
back to his or her bargaining unit position
or, if a severe disciplinary response is
required, terminate employment. In the case
of termination, the employee may grieve the
dismissal pursuant to article 8.08.

Yours truly,

Louis Cheng
President

Letter of Understanding
(Outside the Agreement)

Between:

Sing Tao Daily Limited

-and-

Unifor 87-M Southern Ontario Newsmedia
Guild

Mike Sullivan
National Representative
CEP, Local 87-M
5915 Airport Rd.
Mississauga, ON L4V 1T1

Re: Reductions of Part Time Shifts

Dear Mike:

When the company determines it is
necessary to permanently reduce the number
of regular shifts for a classification of part
time employees, the company shall ask first
for volunteers. In the event that an
insufficient number of staff volunteer to
have shifts reduced, then the company shall
reduce shifts on the basis of reverse
seniority within that classification, provided
those employees remaining are qualified to
perform the work.

Yours truly,

Louis Cheng
President

Sing Tao Daily Limited

Letter of Understanding
Between:
Sing Tao Daily Limited
-and-
UniforLocal 87-M Southern Ontario
Newsmedia Guild

Mike Sullivan
National Representative
CEP, Local 87-M
5915 Airport Rd.
Mississauga, ON L4V 1T1

Re: Acting Management Assignments

Dear Mike:

The employer shall continue, for the duration of the collective agreement, to pay the ten (10) per cent salary premium to current bargaining unit staff who have been assigned to perform management duties on a temporary basis in the roles of Deputy Editor and/or Production Manager (Days). For any other bargaining unit employees who may be requested to perform any management duties on a temporary basis, the employer may negotiate a different arrangement with that employee who shall be assisted and represented by the union. It is understood that any bargaining unit employee may decline an assignment to management duties.

Yours truly,

Louis Cheng
President

Letter of Understanding
Between:
Sing Tao Daily Limited
-and-
Unifor Local 87-M Southern Ontario
Newsmedia Guild

Mike Sullivan

National Representative
CEP, Local 87-M
5915 Airport Rd.
Mississauga, ON L4V 1T1

Dear Mike:

Re: Shift Times

The company agrees that it shall not change shift times except for legitimate operational reasons.

Yours truly,

Louis Cheng
President

LETTER OF UNDERSTANDING

March 11, 2010

Mike Sullivan
National Representative
CEP, Local 87-M
5915 Airport Rd.
Mississauga, ON L4V 1T1

Dear Mike:

Re: Pension and Benefits

For the sake of clarity, it is understood that an employee participating in the group benefits plan shall continue coverage under the plan beyond age 64 except that he or she shall not participate in extended health or long term disability coverage. The employee may also continue participating in the Group Pension plan. It is understood that in order to fill the obligations described above the Company will comply with any and all statutory obligations as well as pension plan requirements in accordance to CRA rules.

Yours truly,



Alan K. Bower
Director of Labour Relations
Star Media Group

LETTER OF UNDERSTANDING

March 11, 2010

Mike Sullivan
National Representative
CEP, Local 87-M
5915 Airport Rd.
Mississauga, ON L4V 1T1

Dear Mike:

Re: Benefits Costs and Downloading

In the course of bargaining for the renewal of the collective agreement, the parties agreed that the Company has no obligation for any costs associated with or resulting from any action taken by the Provincial or Federal governments that would result in a cost to an individual for health care coverage (“downloading”) on or after March 21, 2010. Specifically, this letter confirms that the Company and the Union agree that the collective agreement does not contemplate that any costs resulting from downloading being covered by the collective agreement and agrees that should any downloading occur, these costs will not be the responsibility of the Employer. The Union also agrees that it will not bring forward any grievances either on behalf of employees or by the Union asserting that the Employer has any obligation for any costs resulting from downloading.

Yours truly,



Alan K. Bower
Director of Labour Relations
Star Media Group

LETTER OF UNDERSTANDING

February 17, 2013

Howard Law
National Representative
CEP, Local 87-M
5915 Airport Rd.
Mississauga, ON L4V 1T1

Dear Howard:

Re: Contracting Out

In the event that, on or before December 31, 2021, the Employer intends to contract out bargaining unit work which has regularly been performed by bargaining unit employees and which contracting out will result in the layoff of bargaining unit employees, the Employer agrees that it will:

- (a) provide two (2) weeks notice to the Union; and,
- (b) provide eight (8) weeks notice of layoff to impacted employees. It is understood that this eight (8) week period is inclusive of the two (2) weeks notice provided to the Union pursuant to (a).

During the two (2) week notice period provided for above, the Employer agrees to meet with the Union and explain the reasons for the Employer's decision. The Union may advocate to keep the work within the bargaining unit. The company shall not finalize any legally binding agreement with prospective third party contractor(s) during the two week notice period above.

In the event of dismissal because of the contracting out of bargaining unit work, (either because the employee accepts layoff or volunteers to take layoff after notice of contracting out has been given) an employee shall receive severance pay in a lump sum equal to three (3) week's pay at the current wage rate for his position for every year of continuous service or major fraction thereof with the Company, but not in excess of fifty-two (52) weeks pay. It is agreed that the principles of 19.01(d), 19.02 and 19.03 of

Sing Tao Daily Limited

the collective agreement shall apply to any severance amounts paid pursuant to this letter.

I trust this is satisfactory.

Yours truly,



Alan K. Bower
Executive Director, Labour Relations
Star Media Group

LETTER OF UNDERSTANDING

May 3, 2019

Howard Law
National Representative
Unifor
205 Placer Court
Toronto, ON
M2H 3H9

Dear Howard:

Re: Hand Scanning

This letter will confirm that the Employer will not expand the use of the “hand scanning” devices outside of the areas in which these are being used as of the date of ratification of the renewal collective agreement.

I trust this is satisfactory.

Yours truly,



Alan K. Bower
Executive Director, Labour Relations
Star Media Group
Sing Tao Daily Limited

APPENDIX A – WAGES (STD)

Sing Tao Daily Limited

Classification	Year	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years
Chief Translator	2019	1,041.86	1,090.04	1,111.08	1,132.08		
	2020	1,052.28	1,100.94	1,122.19	1,143.40		
	2021	1,062.80	1,111.95	1,133.41	1,154.83		
Editor,	2019	915.79	961.52	978.82	999.84	1,018.37	
Editor/Reporter	2020	924.95	971.14	988.61	1,009.84	1,028.55	
	2021	934.20	980.85	998.49	1,019.94	1,038.84	
Senior Reporter,	2019	904.69	950.42	968.96	989.95	1,007.26	
Senior Translator	2020	913.74	959.92	978.65	999.85	1,017.33	
	2021	922.87	969.52	988.44	1,009.85	1,027.51	
Reporter, Photographer	2019	787.27	825.57	842.89	860.18	876.25	894.80
	2020	795.14	833.83	851.32	868.78	885.01	903.75
	2021	803.09	842.16	859.83	877.47	893.86	912.79
Translator	2019	787.26	825.57	842.88	860.18	876.24	
	2020	795.13	833.83	851.31	868.78	885.00	
	2021	803.08	842.16	859.82	877.47	893.85	
Editor - PT	2019	23.75	24.89	25.40	25.90	26.39	
	2020	23.99	25.14	25.65	26.16	26.65	
	2021	24.23	25.39	25.91	26.42	26.92	

Sing Tao Daily Limited

Classification	Year	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years
Proofreader - PT	2019	15.19	15.95	16.25	16.58	16.88	
	2020	15.34	16.11	16.41	16.75	17.05	
	2021	15.50	16.27	16.58	16.91	17.22	
Reporter - PT	2019	20.40	21.45				
	2020	20.60	21.66				
	2021	20.81	21.88				
Translator - PT	2019	20.40					
	2020	20.60					
	2021	20.81					

Note 1: Part Time employees in the above classifications shall be paid at hourly rates equivalent to the weekly rate.

Note 2: Proofreader Shift Minimum for 2019: Start \$43.84; After 1: \$47.85; After 3: \$53.13.

星島日報有限公司(STD)
(以下簡稱“公司”)

及

UNIFOR第 87M分會
南安省新聞傳媒公會
(以下簡稱“工會”)

之

協議

(2019年1月1日至2021年12月31日)

中文本只供參考
以英文原文為準



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第1條

承認

- 1.01 公司承認Unifor工會第87M分會南安省新聞傳媒公會為多倫多市及萬錦市公司除副編輯及副總編輯職級以上人士以外之所有編採部僱員的唯一談判代表。

性別涵義

- 1.02 在此集體協議內但凡提到男性或女性僱員之處，同樣分別適用於另一方性別。

第2條

管轄權與關係

管理權

- 2.01 工會承認並確認僱主管理工作及對工人工作方向的管理權全由僱主界定。在不限制上述條款普遍性的情況下，工會確認僱主全權擁有以下職能：
- (a) 維持秩序、紀律及效率；
 - (b) 僱用、擢陞、降職、分配、調遷僱員及使退休(受適當法例約束)，以及基於公正理由(Just Cause)處分或辭退已完成試用期的全職僱員；
 - (c) 不時制訂、執行及更改僱員須遵守的合理規則及條例，只要規則及條例與本集體協議條文互不抵觸；
 - (d) 決定僱主從事之業務的性質和種類、採用的器材、工作方法和技巧、工作內容、班次及加班制訂、僱員數目、業務的延展、限制，縮減或終止運作，或其中任何部份，包括全面或局部關閉廠房，並除本協議有明文限制的情況外，決定及行使僱主獨有的其他一切職能和特權；
 - (e) 為協助僱主及釐定僱員資格而設立及實行合理測試。
- 2.02 僱主同意不會以與本協議明確條文不一致的形式行使其職能，本協議將作為對此等職能的唯一規限，只要僱主以公平和合理的態度行使職能。
- 2.03 工會承認僱主擁有指派工作專有權、不時並隨時決定受派工作者的人選或工作類別。受指

派工作的特定人士或工作類別並不限制僱主重新指派該工作給其他人士或將工作另行分類的權利。

談判單位的工作

- 2.04** 如果公司因指派工作而直接導致有一名或更多受本協議涵蓋的談判單位全職成員被裁退，公司將不指派任何現時由談判單位全職僱員擔任的任何工作予談判單位以外的僱員(STN談判單位成員不在此限)。

裁員之定義是減少每周正常預定工作時數相等於一個或多於一個完整班次。

為保證新工作時間表足以涵蓋工作量要求，雙方同意並諒解，如果在全職員工不加時工作而又未有足夠人手應付工作，不隸屬談判單位的僱員可加入補足。

不得罷工或關閉廠房

- 2.05** 本集體協議有效期間，工會與僱員均不得參加、號召或鼓勵任何《1995年勞工關係法》及其後不時修正之同等法案定義下的罷工行動。如有此等行動發生，工會同意立刻予以譴責，並指示參與者終止其活動，並/或返回工作崗位。集體協議有效期間，僱主不得從事任何拒絕僱員內進的關閉廠房行動。

第 3 條

工會成員資格及會費計算

工會機構(Union Shop)

(按工會認可程序僱用工人的機構)

- 3.01** 談判單位內於2000年5月25日身為工會成員或該日之後加入工會的所有僱員，必須於此協議有效期間，按照工會章程及附例，履行作為工會成員的義務，作為持續受僱的條件。
- 3.02** 所有於2000年5月25日或之後接受談判單位職級的人士，在僱用日期起計之二十日內得自動成為工會成員，並於此協議有效期間履行工會成員的義務，作為受僱條件。
- 3.03** 工會同意接納談判單位內任何僱員為其成員，同時保留其成員資格。此舉受約制於Unifor工會章程及第87M分會南安省新聞傳媒公會會章附例的規定。

扣工會費計算方法

- 3.04** 作為現時持續受僱的條件之一，所有僱員及未來所有僱員必須以書面授權僱主從其工資扣除每月工會會費或等值款項。
- 3.05** 公司同意從每一名納入集體合約員工的雙周薪酬中，扣除相當於工會經常會費的款額(由Unifor工會第87M分會南安省新聞傳媒公會以書面指定，依據下述條款計算)，並將該筆扣除的款項在下一個月的15日前，以支票方式送達工會司庫。公司送出工會會費時，應一併提供扣除工會會費的僱員姓名。
- 3.06** 會費每月匯予工會的同時，將另外開列該月份每名僱員毛(總)收入與扣除會費的清單。
- 3.07** 鑒於公司同意上述協定，工會茲承諾並同意，保障公司一旦因為按照上述安排作出款及匯款而引來索償訴求時，免受損害。

一般估定金額

- 3.08** 除上述之外，公司亦同意根據工會預早至少兩星期發出的書面授權，扣除工會所規定一般估定金額的款項，並最遲於扣取款項月份的下一個月的15日，以支票方式匯達工會司庫。

人道基金

- 3.09 (a)** 僱主於每個發薪期，向受此合約涵蓋的僱員扣取捐款。款額為所有正常工時每小時一(1)仙的薪金。
- (b)** 扣除款項最遲於上班工時月份的下一個月的15日，匯達名為「Unifor社會公義基金」的慈善基金會。僱主亦要同時列明捐款僱員數目。
- (c)** 此合約獲確認後第五(5)周，將有第一次扣取捐款。
- (d)** 明白到參與上述扣取薪金捐款項目乃是自願。不希望參與的僱員，必須於此合約獲確認後三十(30)天內或獲聘後三十(30)天內，知會僱主。
- (e)** 僱員向「Unifor社會公義基金」的所有此等捐款，將被記錄在僱員T4報稅表。

第4條

資料

4.01 公司於確認每名僱員身份後，以及聘用新僱員一個月內，向工會提供下列資料：

- (a) 姓名、性別、出生日期、住址、電話號碼；
- (b) 開始僱用日期；
- (c) 工作種類；
- (d) 工作經驗及相關年資。

公司在一個月內以書面通知工會：

- (e) 關於任何僱員職位任免或薪級年度增長而出現的工資變動，及其生效日期；
- (f) 關於任何僱員職位任免產生的工作類別及工資變動，及其生效日期；以及
- (g) 辭職、退休、死亡事件。

第5條

代表權及會議

5.01 公司確認工會有權選舉或委任最多四 (4)名代表。工會亦可選舉或委任後補代表，後補代表是只在指定代表缺席時代行指定代表的權責。工會會就代表人選及任何變動知會公司。

5.02 為方便調查及處理申訴事件，代表於下列情況得獲准於工作時間內離開工作崗位而不損失工資：

- (a) 代表事先取得其直屬上司批准(上司不得無理拒絕)；
- (b) 所請准的時間用於迅速處理申訴事件；及
- (c) 處理申訴事件的行動不干擾業務的有效運作。

會議

5.03 公司及工會認識到本集體協議雙方的代表有必要舉行會議，藉以維持彼此的正常工作關

係。茲確認有關會議通常分為下列三類：

- (a) 第24條闡述的處理申訴事件的會議：
- (b) 雙方同意不定期舉行會議商討彼此共同關注的事項(申訴會議除外)是有益的。因此，在總裁(或他的指定代表)與工會彼此同意下，可以召開工會及管理層會議。每一方最多派出三(3)名代表。工會分會主席和/或分會代表亦可出席會議。
- (c) 工會可由談判單位中委任或選出不超過三(3)名僱員，就重訂集體協議進行談判。公司不必承認工會的談判委員會，直至工會發出談判通知，並以書面知會公司談判委員會成員的姓名。公司得允許談判委員會成員以無薪假期出席談判會議。
- (d) 公司將安排出席申訴和工會及管理層會議或談判會議的僱員休班。僱員出席這些會議時，可以獲得正常的時薪(談判除外)。

第6條

試用期、紀律處分和解僱

試用期

6.01 新任全職僱員須經過試用期，直至完成一百三十(130)個工作班次為止。新任兼職僱員須經過頭九百一十(910)個工時的試用期。試用期可透過共同協議延長。試用期完畢後，僱員獲得由原來入職日期起計算年資。

試用期間解僱

6.02 如公司認為僱員在試用期內不稱職，僱員可遭解僱。公司的決定不得任意、帶歧視性質或缺乏誠信。

公正理由

6.03 僱員完成試用期後，除非基於公正理由，否則不得被紀律處分或解僱。

人權

6.04 公司和工會同意全面遵守《安省人權法》。

工會活動及成員資格

- 6.05** 公司不得因為任何僱員從事合法工會活動而對其進行歧視。工會及公司同意不得基於僱員身為工會成員或非成員而對任何僱員進行歧視或滋擾，有關規定受上述第3條約束。

紀律處分會面

- 6.06** 當僱員被請求或必須就其行將受紀律處分或解僱的問題出席會面的時候，公司得知會該僱員享有由一名工會管事陪同其出席的權利。只要工會管事準備就緒，管理層代表不作無理拖延及不進一步討論有關事情，應僱員要求，請進工會管事。如無法請進工會管事，僱員可要求、而管理層代表亦得往請進一名工會執委會成員或工會其他成員陪同出席會面。如僱主觸犯此條款，隨後任何基於公正理由作出的紀律處分或解僱行動將不因而作廢。

個人檔案

- 6.07** 每名僱員有權每年一次、或在有僱員提出申訴後，查閱其個人檔案內任何關乎紀律事宜的註釋或正式評估。為清楚起見，此查閱並不包括與由處理申訴事件程序產生的檔案或文件。僱員提出書面要求下，僱員有權當著管理層面前檢閱檔案。

紀律行動書面通知

- 6.08** 紀律處分或據理開除的書面通知當於逕交僱員的同時交予工會。

除去紀律處分

- 6.09** 書面警告信或懲戒信將在發出 24 個月後從員工的個人檔案中撤銷或被視為撤銷。停職記錄將在發出 36 個月後撤銷或被視為撤銷。

在應用上述條文時，若在上述期間內出現新的紀律處分，則撤銷處分記錄時限條款將不適用。更清晰地說，在這種情況下，紀律處分檔案將保留所有處分記錄，作為漸進性紀律處分目的。

以上所述不影響僱主的權利，去依據上述時限以外的過往行為，來確立員工已經瞭解或應該瞭解公司的紀律規則。僱主同意不使用上述依據作為漸進性紀律處分目的，超過特定行為所應作的處分，而沒考慮過往的違規。

第7條

工作時數及超時工作

工作時數及連續休假日

7.01 全職僱員的正常工作周，每星期除用膳時間外每周不多於38.5小時。分成每周五個工作天連同兩個連續休假日，但並非對工作時數的保證或限制。

超時工作

7.02 公司批准的超時工作由僱員每星期工作38.5小時之後計算，頭兩個小時為正常時薪，其餘的超時工作為時薪的一點五倍。計算超時工作方面，由於第5.03條(c)和(d)項原故而獲得的有薪或無薪假，都應當作工作時數。僱員所有超時工作都必須事先獲得主管批准。計算全職僱員的超時工作方面，雙方同意將僱員的周薪除以每星期工作的38.5小時。

7.03 不適用

7.04 超時工作的工時必須於工作執行前，由僱員主管安排及授權，才符合領取超時工資的條件。

7.05 每名僱員有權在每二十四小時內享有至少有十一小時休息。

7.06 根據本協議，任何超時工作工資不會作累進增加或雙重計算。

7.07 僱主要求僱員超時工作時，僱員需合作，上班配合。

7.08 僱員在合法情況以及下文所述之情況制約下可選擇以現金或假期形式，抵償每半曆年當中的不多於四十(40)小時已執行的認可超時工作。無論現金或假期都以合約訂明的超時工作計算。當僱員要求假期時，假期時間必須公司與僱員雙方同意，並安排於半個曆年內放假。如果在該半曆年內，公司與僱員不能安排彼此認為適當的假期，僱員可於每半個曆年完結時獲得超時工作的現金抵償。抵償形式一經選定，不得撤回。

7.09 如果僱主要重新安排僱員例假，必須在預定例假之前最少48小時前通知僱員。如果公司沒有給予規定的通知而仍然希望重新安排僱員例假，僱員得享有整個工作班次以正常工資一點五倍金額計算的超時工作工資。不過，此額外補償在下列情況不獲支付：

(a) 由於另一僱員在事前不能預知情形下缺勤而有必要重新編假：

(b) 公司重新編排僱員例假，使其跟下一個或多個假日並連。

7.10 一名僱員之工作時間表要求他或她由下午八(8)時至上午六(6)時期間工作，在這時段每工作一(1)小時，將可獲付每小時四十(40)仙的津貼。該津貼目的是用以補償夜晚工作和晚間工時。在領取第7條或第12條額外補貼情況下，領取該津貼不會被視作累進增加(Pyramiding)。

7.11 當一名全職員工已落班並離開公司場地，隨後卻被要求執行為時至少30分鐘的工作，這包括任何所需的交通時間，公司須按照集體協議中之適用薪酬水平，向該名員工支付至少3小時的工資，或其實際工時，兩者取其大者。對於為時少於30分鐘的工作，公司須按照集體協議中之適用薪酬水平，以該名員工實際工作時間其支付工資。

7.12 兼職僱員編更最少要有三小時。

第8條

僱用、擢陞及調職

8.01 公司需連續六(6)天張貼談判單位內的所有長期性職位空缺。有意申請的僱員必須在這六(6)天向總裁提出申請。所有合資格的內部申請人均獲面試。尚未完成試用期的僱員沒有資格申請。僱主不需考慮任何曾經在過往十二(12)個月內成功申請職位空缺的僱員。本條款容許僱主對外招聘，不過合資格的內部申請人較外來申請人優先填補空缺。

8.02 臨時(即非長期)空缺就是除下列者之外不超過六(6)個月長的職位：(a)因產假或照顧子女休假而出現的空缺，此情況下的臨時空缺得延長至此等假期完結為止；或(b)因員工患病或受傷而出現的空缺，此情況下的臨時空缺為期不超過十二(12)個月。

8.03 選聘申請人入職，得基於其經驗、能力、教育資歷、所受培訓及可靠性。如果應徵該職位的頭兩名申請人的經驗、能力、教育資歷、所受培訓及可靠性相對平等，年資因素將決定成功人選。

8.04 如果申請者當中沒有人具備所需經驗、能力、教育資歷、或培訓，僱主可由談判單位之外尋覓申請人。

8.05 本條並不適用於同一工作類別的內部職位指派。

晉陞後的薪金

8.06 僱員若被長期調遷、或臨時指派到一個較高工資的工作類別工作最少一個或以上完整班

次，將獲得該較高工資工作類別的最低工資，而工資金額須高於其在原有較低工作類別的工資。

本條並不適用於為接受培訓而被暫時調遷的僱員。勞資雙方明白，除非受培訓者對正常班次編制而言屬於冗員，否則這項為培訓情況而設的豁免條文並不適用。

調遷至其他職位

8.07 如果談判單位僱員晉陞到非談判單位職位，他將累積服務年資，並保有以往在談判單位職位連續服務年資。如果談判單位僱員十二(12)個月之內未從擢陞或重新調配的崗位返回談判單位，此條款將不適用。

8.08 僱員接納一項非談判單位的暫時性職位期間，不得行使本集體協議的任何權利，除非職務少於十二(12)個月，則第6.03、6.08、及24條除外。然而明白到這類申訴只限於僱員被解僱。

第9條

一般工資規定

9.01 員工工資應按照附錄 A 中的工資時間表支付。如果員工以高於起薪點開始工作，公司同首先與工會商討。

第10條

臨時及兼職僱員

10.01 因為下列原因聘任臨時僱員(Temporary Employees)：

- (a) 替補放產假和/或親子假或包括其他假期，包括年假所出現的空缺；
- (b) 為特別計劃或在某特定時間工作而歷時不超過六(6)個月的工作。管理層需把臨時僱傭的性質及持續時間通知工會。

10.02 臨時僱員不得用以裁減、取代或撤除全職僱員。

10.03 就本集體協議而言，臨時僱員不得累積服務年資。臨時僱員不受第2.04、8、11、12、13、15、16、18和19條涵蓋。年假及法定假日工資按《就業標準法》的規定。

臨時僱員在臨時期滿轉為全職僱員，其臨時工作應該獲得承認而毋須依照第6.01條完成試用期，只要他們在同一類別的工作時數超過試用期。儘管如此，全職臨時僱員的聘用期超過一年的話，仍然可以得到集體合約第12、14、15和19條的保障。

兼職僱員

10.04 兼職僱員根據第7條所述，為每周工作三十點五(30.5)小時或以下人士，不包括用膳時間。(由2001年起)每曆年之內有超過20個星期，每周工作超過30.5小時的僱員，被視為是全職僱員。

10.05 兼職僱員不受第2.04條(談判單位工作)、第12條(認可假日)、第13條(年假)、第14(病假)、15(福利)所涵蓋。年假及法定假日工資由《就業標準法》規管。

在有薪假期工作的兼職僱員和臨時僱員，當天的所有工作時數按平常時薪的一點五(1.5)倍計算。

10.06 對於選擇參加現有保險計劃下的額外醫療及牙醫福利的兼職僱員，僱主得在第15條(福利)列出的限制規管下為其支付百分之五十(50%)的保費。

10.07 當遇上要替代因長期患病而缺勤、工傷或其他經過批准缺職超過30天的僱員時，兼職僱員可以工作至全職的工作時數而不會影響到他們的兼職身份。

10.08 兼職僱員每次發薪時，應該獲得正常薪酬3.46%的假期金。

10.09 兼職僱員應獲得薪酬毛額4%的假期金。當兼職僱員的累計工作時數達9,625小時，假期金應調整為6%。兼職僱員每年可以有兩個或三個星期的無薪年假。

第11條

准假

居喪

11.01 (a) 遇上配偶、子女、父或母親辭世情況，一名正式僱員會獲得不多於五個(5)編定工作天的有薪喪假，以辦理喪事及出席喪禮。「配偶」包括普通法配偶(即同居配偶)，「子女」包括繼子繼女。

(b) 遇上直系親屬去世，一名正式僱員會獲得不多於三個(3)編定工作天的有薪喪假，以辦理喪事及出席喪禮。「直系親屬」限為兄弟姊妹、家翁家姑或岳父岳母、內外祖父母、內外孫、姊妹夫、姻兄弟或姑嫂妯娌。

- (c) 在第11.01(a)及(b)描述的喪假日子，將要於親屬去世當日至葬禮天之期內領取。
- (d) 在以上情況，僱員將不會因喪事是於公眾假期、或其年假、或任何無薪假期間發生，而獲得任何額外休假或薪金。
- (e) 遇有僱員提出請求，僱主在此合約未有涵蓋的特殊情況下，是可批准或延長僱員之有薪或無薪喪假。

私人請假

- 11.02** 僱主可以給予最多十二(12)個月的無薪假期，只要能夠作出不影響報紙有效營運的安排。僱主應該對所有的申請都給予公平考慮。在可能的情況下，所有請假必須在假期生效前三十(30)天以書面提出。依據本條款請假的僱員如果願意自行支付全額的保險費，可以繼續獲得額外的醫療福利。依據本條款請假的僱員，其年資和服務將在放假三十(30)天之後終止(如果是獲得批准的工會假，或與工作有關的進修，則延期至90天)。

擔任陪審員請假

- 11.03** 已經完成試用期的僱員如果被召喚擔任陪審員工作，只要僱員向僱主提供一份(或以上的)由陪審團辦事處發出、顯示陪審服務的通知，他在由原定正常工作時數缺勤出外的日子，均獲得支付因此損失正常工資與所收取陪審費之間的差額。在該等日子中，如果陪審工作開始以及結束時間計算出與原定工作時數有差別，僱員必須上班補足差額。僱員得知會其主管，以確定是否有必要報到上班。

工會事假

- 11.04** 如果僱員獲選為Unifor工會、安省勞工聯會、加拿大勞工議會大會、勞工議會U或87-M分會會議代表，僱主在收到三(3)星期書面通知情況下，可在任何同一時間批准無薪准假予不多於兩(2)名僱員，及給予每個部門的不多於一(1)名僱員。此等假期為期不超過七(7)天。
- 11.05** 如果僱員獲選或獲委為Unifor工會、加拿大勞工議會大會、或Unifor工會一個分會之任何公職或職位，僱主收到有關僱員提出請求時，將批准其無薪准假，為期最長不超過兩(2)年。在雙方同意下，則可延長。准假屆滿後，該僱員將恢復原職或一個可相比職位。同一時間放此等假期者，不可多於一(1)名僱員。於放此等假期期間，該僱員的年資將積累。然而，在計算依照服務期和周年增加的福利時，這缺勤時段將不作為服務時間。在退休金計劃方面，則根據計劃規則記算服務。

產假及親子假

11.06 僱主得根據《就業標準法》的條款及規定給予產假及照顧子女假期。

第12條

認可假期(有薪假期)

12.01 (a) 僱主承認下列日子為有薪假日：

元旦日	家庭日
耶穌受難日	維多利亞日
加拿大國慶日	公民日假期(8月份首個星期一)
勞工節	感恩節
聖誕節	12月26日(禮品日)

僱員必須在緊接假日前後的預編班次上班，才有資格支取假日工資。同意在公眾假期上班，而在無合理理由情況下沒有報到上班的僱員，沒有資格申領取假日工資。註：如政府撤銷「家庭日」為假期，此天認可假期將會從合約上刪除。

(b) 僱主繼續承認兩天農曆新年假日為有薪假日。不過，如果日後僱主決定在該兩天出報，茲認識到僱主有權規定僱員在該兩天上班，並編排在所屬曆年完結前的另外兩個工作日為有薪假日予規定須要上班僱員。如果有權獲得此替代假日的僱員不獲編排在所屬曆年完結前放假，他得獲支付相當於其一日正常工資的工錢。儘管僱主有權編排替代假日，只要僱主事前尚未編定替代假日，僱員可選擇此假日在前或在後緊接其定期休假。

僱員必須在緊接假日前後的預先編定班次上班，才有資格支取農曆新年假日工資。

12.02 按第12.01(a)所述編定在假日上班的僱員可選擇以時薪一倍半計算，就其在認可假日上班的所有工作時數支取工資。只要替代假日編排在不遲過原來假日之後不出十二個月，僱員亦可選擇在彼此同意的另外一天放假。

12.03 僱員的常規休假日子如果碰巧是有薪假期，僱員可選擇補假或選擇一日工資。等量休假時段，由僱傭雙方共同協商編排。不過，累積的假日最遲必須在每一曆年結束後第一個月取用或以付款方式代替。

12.04 為詮釋**12.02**條，相當於有薪假日的班次，以該班次開始時間的日期識別。

12.05 對於時薪僱員而言，假日工資係以僱員的正常工資乘以其一般每日正常(非超時)工作時數計算。如果出現有關僱員每日正常(非超時)工作時數的爭議，僱主將用僱員在假日之前十二(12)個星期的平均正常(非超時)工作時數作準，以決定時數。

第13條

年假

有薪年假

13.01 年假時間需視乎僱主的人手調配需要，並必須獲得僱主批准。每年依據年假政策提出申請，並按照先到先得的原則考慮。每一年的年假必須在翌年3月31日之前放假，否則將被注銷。但這並不包括，由於業務需要，應僱主的要求而未能放全部年假的僱員。這種情況下，僱主將在緊接著3月31日之後的第一次發薪時，把剩餘的年假折成現金。僱主在3月31日之後，向工會提供談判單位內僱員年假折現的統計。

13.02 年假時間不得年復一年累積。

13.03 “年假時間”及“年假金”計算方法如下：

- (a) 已經通過試用期，但尚未連續服務滿五(5)周年的僱員，會獲得相當於其毛收入的百分之四(4%)的年假金，並享有十(10)天假期作為年假。
- (b) 連續服務滿五(5)周年而未足十(10)周年得僱員，會獲得相當於其毛收入的百分之六(6%)的年假金，並享有十五(15)天假日作為年假。
- (c) 連續服務滿十(10)周年或以上的僱員，會獲得相當於其毛收入的百分之八(8%)的年假金，並享有二十(20)天假日作為年假。
- (d) 已經連續服務滿十(10)周年的僱員，以後每完成一年服務期，便可獲得額外一天有薪年假，直至第十五(15)年為止，最多為五天有薪年假。此僱員每多一天額外年假，便可享有相當於其毛收入0.4%的年假金，直至最多2%。

13.04 13.03條所指的“毛收入”定義為僱員的正常總工資，包括僱員緊接其上一服務周年日的十二(12)個月內獲取得超時工作工資及花紅(並且，為清楚起見——年假金不在內)。

13.05 僱員有權編排年假中最少兩個星期以連續一星期的時段放假。

13.06 僱主安排年假表時，為了維持效率及營運順利而決定需要上班僱員人數。僱主安排年假的年假時間表時，應該考慮到僱員的選擇。

第14條

病假

- 14.01** 作為持續受僱條件之一，僱員必須經常並按照預定班次上班工作。如果不能上班，僱員在原定開工時間之前會盡快接觸部門主管或其代表，說明不能上班的理由、預計重回工作崗位的日期和與其取得聯絡方法的詳情。
- 14.02** 僱員如果已經通過試用期，並由於確實患病或受傷而不能上班，會獲得補償，補償金由缺勤首天起計，為期兩星期。補償額為正常工資的百分之一百(100%)，減去法律規定的扣款。時薪組別的僱員所得的每日福利，則按缺勤的星期之前十二個星期的每日平均工資計算。
- 14.03** 本條款規定，領取福利的資格為：
- (a) 不管僱主是否提供合理適當的照顧，僱員必須對僱主盡力促使其復工的行動予以合作。另外，僱員必須採取一切適當步驟，確保儘早返回工作崗位，包括往看認可醫生及遵照囑咐的治療計劃。
 - (b) 除了裁員、罷工、停職、撤職、預定年假或假期，或根據本集體協議任何條款的預定准假，僱員不得缺勤。
 - (c) 僱員必須按合理情況提交僱主滿意的醫生醫事報告，無論如何需在缺勤第三天提交。
 - (d) 確實無訛的疾病和傷患不能是自我招致的傷害或疾病、內科或外科整容、或觸犯或企圖觸犯攻擊他人或刑事罪行引起的。
- 14.04** 如果僱員因為患病或受傷而領取疾病福利，而其後又被斷定因同樣疾病或傷患正在領取《工作間安全及保險法》(Workplace Safety and Insurance Act)的福利，僱員無權享受疾病福利。任何付出的超額款項將從僱員工資中扣除。
- 14.05** 僱員受傷或患病而引起的任何(關於收入損失索償的)法律訴訟、和解或判決後，如僱主按照疾病准假計劃所付的金額與賠償裁決總和超過僱員的全部工資損失的話，僱員需償還。
- 14.06** 僱員可從現有的積存假期或被拖欠的工時賠償額當中提款使正常收入維持在百分之一百水平。
- 14.07** 僱員在領取疾病津貼期間，有權享有假日及年假工資。

第15條

福利計劃

- 15.01** 本協議有效期間，僱主同意根據僱主福利計劃為符合資格的在職僱員負責百分之一百(100%)保費供款。所有涵蓋項目均受福利計劃制約。
- 15.02** 茲了解，福利計劃並非本協議一部份，並且不受申訴事件及仲裁程序約束。不過，僱主保證在集體協議生效期間所購買的計劃，給予僱員的福利應與現行享有的水平看齊。承保水平問題可能成為第24條規定的政策申訴項目。
- 15.03** 有關福利得根據適用的福利計劃列明的限制予以中止。如果計劃之內沒有清楚闡明此等限制，有關福利得在僱員停止如常工作後的下一個月的月底中止。法律規定的其他情況除外。

第16條

退休金

- 16.01** 在此協議生效期間，公司會維持實行在協議簽署時有效的退休金計劃，或維持另一提供最少相等福利的計劃。現行計劃適用於2010年3月11日之前獲聘的僱員，配對供款水平(受法律規定限制)為：
- 服務期滿一年至五年以下者：僱員/公司分別作出僱員基本薪金最多5%的供款。
 - 服務期五年至十年以下者：僱員/公司分別作出僱員基本薪金最多5%供款。如果僱員供款，公司另加2.5%。
 - 服務期十年或以上者：僱員/公司分別作出僱員基本薪金5%供款。如果僱員供款，公司另加5%。
- 新聘的僱員(即：於2010年3月11日或之後獲聘者)，將可按照以下配對供款水平，參加公司的退休金計劃：
- 僱員/公司分別作出僱員基本薪金最多5%的供款。
- 16.02** 為了監察投資決定與回報率以及向參與計劃的成員提供資料，將設有一個由工會及管理層各自派出至少兩(2)名成員組成的聯席諮詢委員會(即包括由工會委任來自星島日報有限公司

及星島報業(加拿大1988)有限公司各一名談判單位成員)。

第17條

年資及服務

年資定義

17.01 年資意指連續服務的時間長短。全職僱員由受僱日期起累計年資。兼職僱員的年資根據2000年6月1日開始的工作時數計算。對於兼職僱員2000年6月1日之前的工作時數，其年資則由受僱日期起累計的工作時數除以二來計算。臨時僱員並沒有累積年資。如有兩名或以上僱員在同年同日同一組別開始工作，其相對年資的確定程序由擲硬幣方式決定。

連續服務中斷

17.02 下列情況下，服務的連續性被視為中斷，年資喪失，僱傭關係結束，當僱員：

- (i) 辭職、退休或被撤職，或完成試用期時的僱員因公正理由被解職；
- (ii) 遭公司裁退為期超過一(1)年；或
- (iii) 在認可准假結束後沒有報到上班，除非提出滿意解釋；或
- (iv) 根據18.10條規定，在裁員召回通知書發出後三(3)日之內沒有就恢復上班的意向通知公司，或在裁員中復職通知發出後兩(2)星期內沒有報到上班；或
- (v) 連續三(3)個班次缺勤而沒有與公司聯絡，除非提出滿意解釋；
- (vi) 因患病或受傷而缺勤超過二十四(24)個月，而公司已經根據《人權法》的規定履行其義務；

17.03 僱員有責任用書面使公司保持明白其目前的住址。公司如果用掛號信寄發出復職通知到某被解僱人士最新提供的住址，便被視作已經對其發出復職通知。此通知包括該人士將要報到上班的日期和時間。一經加拿大郵務公司(掛號信)確定公司函件或加拿大郵務公司通知書寄達日期，此通知便視作收妥。

兼職及全職服務組合

- 17.04** 由原先兼職改為全職的僱員，兼職服務將獲得年資紀錄，根據其經過的實際工作時數確定一個年資日期(2000年6月1日前的除外，該情況以50%工時計算，以確定年資)。全職變為兼職的僱員則以每年服務1925小時為基礎，計算全職服務年資。

年資紀錄表

- 17.05** 公司同意為正規受僱的全職僱員維持年資紀錄表，並為正規受僱的兼職僱員維持另外的紀錄表。紀錄表顯示每一名僱員開始累積年資的日期。最新的名單文本於每年四月間提交工會。

正規全職或兼職僱員成功完成試用期之後，其姓名將寫入對下一期公佈的適當年資紀錄表中。

談判單位外的服務

- 17.06** 僱員如果調入談判單位而之前又可能在公司內的非談判單位累積服務年資，取決於8.06條款，以此集體協議而言，他由進入談判單位當日開始累積年資。
- 17.07** 第17.06條款不適用於星島報業(加拿大1988)有限公司的談判單位僱員，他們的服務年資由該公司計算。

第18條

裁員

- 18.01** 當僱主認為有必要裁減僱員超過一星期，事前得給予工會和受影響僱員不少於兩星期通知。至於歷時少於一星期的裁員行動，解僱通知則根據《就業標準法》發出。
- 18.02** 僱主需合乎情理地盡早通知工會與僱員關於科技轉變可能導致減少員工，影響談判單位僱員。不過無論如何，僱主得與工會磋商舒緩擾亂就業及討論新科技僱用現職員工的可行性。現職員工將會獲得合理的訓練期，使能夠熟練使用新器材。而這個訓練期將不會超過三個月。
- 18.03** 裁退任何工作類別僱員，得基於年資倒序原則進行，條件是剩下的僱員有足夠技術、資歷及能力執行工作。
- 18.04** 在上述通知期之內，僱主得接受由相關工作類別的其他僱員提出的自願(接受裁員)辭職請求。這樣的員工的遣散費根據本協議條款發放。在相關類別提出自願(接受裁員)辭職的人數超過裁員人數，僱主將根據年資接受此類請求。

- 18.05** 在僱主需要裁員之前，受影響僱員可獲機會安置到談判單位的任何職位空缺，只要該僱員具備該職位需要的技術、資歷、及能力。
- 18.06** 受影響僱員可取代(Bump)相等或較低工作類別僱員，只要該職位由年資較淺的僱員擔任，而他或她又具備足以勝任的技術、資格與能力。任何有意取代其他員工的僱員，如果根據18.01條規定需要發出裁員通知的話，該僱員必須在接到裁員通知一星期內行事。
- 18.07** 取代對等或較低工作類別職位的僱員支取的工資不得少於其現行工資；或該職位類別的最高工資，兩者之中選擇較低者。
- 18.08** 被取代掉的人士可根據第18.06條規定，一星期內行使類似權利取代他人。
- 18.09** 任何在此條款情況下被裁退的僱員均獲得不少於第18.01條規定的通知。
- 18.10** 將被裁退僱員召回至以前職位空缺的行動凌駕第8條(僱傭、擢陞及轉調)。只要有工作所需的技術、資歷及能力，受影響僱員，依照裁員的倒序，按年資獲得其在裁員前從事的工作類別中恢復受僱，並先於其他人士受僱。復工通知書以信件寄往僱主紀錄上的所知最新地址，副本交工會存案。復工權利不會延長至超過十二(12)個月。
- 18.11** 在17.02(ii)條指定的時限規範下，僱員被裁退期間，年資沒有中斷，但不會累積。
- 18.12** 全職僱員可取代兼職僱員，情況受制於上述第18.06條列出的限制及規定。兼職僱員不得取代全職僱員。
- 18.13** 全職僱員可拒絕召喚到兼職職位而不會影響召回復工的權利。不過，接受召喚到兼職空缺(根據第18.10條列出的限制填補)的全職僱員比其他拒絕召回到兼職崗位的僱員優先獲得下一個全職空缺(根據18.10條列出的限制填補)，包括年資較高僱員。
- 18.14** 任何僱傭時段如果實際上已經支付了遣散費，在計算恢復僱傭後可能再次到期支付的遣散費、或基於服務期長短計算其他任何福利的資格時，僱傭時段便不計算為勞務。

第19條

遣散費

- 19.01** (a) 除非因為有理由而被解僱，僱員被終止僱用時可獲得相等於根據在公司連續、或大部份連續服務每六(6)個月就有相等於其職位現時薪酬一星期工資的一筆過遣散費，金額不能超過五十二(52)星期工資。
- (b) 僱員如果接受裁員通知或取代行動或第18.04條定義下的自願接受裁員，會獲得本協議所述的遣散費。
- (c) 如果因科技轉變導致裁員，僱員可獲得相等於根據在公司連續、或大部份連續服務每五個月就有相等於一星期工資的一筆過遣散費，但金額不能超過五十二(52)星期的工資。
- (d) 就本條款而言，兼職僱員的每周得款率根據過去十二個月受僱於談判單位的平均每周收入計算。
- 19.02** 本條款下的任何一筆過付款可在僱員要求下推遲達二十四(24)個月支取。
- 19.03** 任何支付解僱款項而又沒有退款的僱傭時段，以後復職而需計算解僱款項時，該時段不計算為服務年資。

第20條

業務開銷

- 20.01** 在僱員提出收據(除非泊車收費錶不提供收據)證明後，公司將償還由膳食、住宿、汽車租賃及旅遊引起的所有事先授權開銷。
- 20.02** 僱員使用私人車輛由公司辦事處往返值勤地點，將獲得以每公里五十(50)仙計算補貼車資。
- 20.03** 公司提供攝影器材予攝影記者使用。
- 20.04** 公司提供流動電話予每名記者及攝影記者，並支付僱員工作活動過程中使用流動電話帳項。流動電話為公司財物，只供與公司相關的事務用途。公司保留隨時轉換流動電話服務商的權利。
- 20.05** 如果僱員在修讀與職位相關的教育課程，僱主可同意償還僱員所付的學費，惟僱員須於課

程開始前不少於一個月提出書面要求，並獲僱主批准。如果上課的規定與僱員的工作時間有衝突，課程將不被批准。學費付款視乎僱員是否成功出席及完成課程。僱員如果(甲)(課程中僱員不受評估的情況下)沒有出席所有講授；(乙)(課程中僱員受評估的情況下)沒有成功通過課程要求，將不獲退還學費。在開課之前，僱員得簽署授權書，授權僱主，在僱員一旦不遵守上述規定時，從僱員工資中扣除任何預先撥予僱員的教育款項。

20.06 僱主應支付私人與商業汽車保險之間的差額至最高285元，由合約獲確認起生效：(2015年1月1日起為285元)，僱員需要出示具保險公司列出差額的信和付款證明。

20.07 僱員在221 Whitehall上班泊車是不用支付任何費用。

第21條

健康及安全

21.01 勞資雙方將維持一個聯合職業健康及安全委員會，委員會包括相同數目的談判單位代表和公司代表。委員會涵蓋多倫多市及萬錦市星島日報有限公司及加拿大星島報業有限公司的所有員工。每家公司每方正式代表人數不超過四(4)人。各方可同意適當情況下利用小組委員會處理部門內問題。

第22條

不適用

第23條

雜項

23.01 公司同意提供佈告板給受本合約涵蓋的僱員。佈告板將用於合法工會事務，不准用作張貼貶抑公司的告示。

23.02 公司引進新工作類別時，工會有權就所釐訂工資作出異議。如有必要，將有關事情交付仲裁。

23.03 僱員的署名或名譽行不得在僱員反對的情況下使用。如果要大幅度更改記者的稿件，須盡可能在稿件出版之前與該記者磋商，否則不得使用記者署名。

- 23.04** 僱員在上班時間以外可自由從事任何活動，只要此等活動
- (a) 並不與僱主互作競爭。除非事前取得僱主授權。有關授權不得無理拒絕。在不規限上述條文情況下，並為清楚起見，競爭對手包括明報、CFMT多元文化電視臺、新時代電視、加拿大中文電臺、美加華語電臺及世界日報；或
 - (b) 不導致與任何僱主有任何利益衝突及不損害僱員與僱主的聯繫或不把僱主與任何特定團體聯繫一起。
- 23.05** 僱員私人時間撰寫的文章將率先提交僱主作出版用途。僱主須在三(3)天之內表明接受或拒絕使用文章。如果僱主拒絕使用文章，僱員可將之提交給非競爭對手出版。
- 如果公司刊出的作品或僱員執行職務的行動導致誹謗或有關民事或刑事訴訟時，公司將提供其選擇的律師為僱員辯護，只要該僱員的行為是負責的，並在僱傭範疇內行事。
- 如果僱員獲得上述的律師，該僱員將不會因為離開工作崗位出席法庭而蒙受工資或福利上的損失。
- 23.06** 除非面對或可能面對誹謗或法律訴訟威脅，僱主將不會就僱員的工作刊登更正和道歉聲明，直至盡力與僱員磋商有關情事為止。為此，僱主將嘗試打電話到僱員寓所或工作間與其聯絡。僱員有責任提供所需電話號碼。
- 23.07** 在僱主要求下，僱員須向僱主交出所收藏及透露在職相關的一切所知、資料、記事、紀錄、文件、底片、照片或音像帶及其來源，蓋此等材料皆為報社所有。除非有法庭諭令，公司同意在未與僱員討論發表理由之前，不對任何其他人士發放上述材料。
- 23.08** 公司全權擁有以所選的任何方式、形式或媒介使用及/或重新使用僱員受僱期間為公司製作的所有材料。

第24條

申訴及仲裁程序

- 24.01** “不滿”意指闡釋本協議任何條款時出現的歧見、或有人違反本協議任何條款的指控。如果僱主與工會或任何成員之間的申訴，有關事情將按照以下程序處理。茲同意迅速解決歧見至為重要，雙方誠意地盡快努力解決問題，不作無必要的拖延，致力用下列程序的第一步解決糾紛。
- 24.02** 就僱員申訴或一組類似的僱員申訴而言，需遵守下列程序：

第一步

僱員可在工會代表陪同下，如果想的話，就所知道的，或申訴人應該合理地知道的引起申訴情況在十五工作天內口頭向總編輯或他/她的代表提出。如果五(5)個工作天之內尚未滿意解決，則申訴一事可提交第二步處理。

第二步

如果第一步未能滿意解決，有關申訴必須在完成第一步後五(5)個工作天內，以書面形式提交董事總經理(Managing Director)或其代表，他在收到申訴五(5)個工作天之內召開申訴會議。工會代表團包括申訴人、工會代表、以及必要時包括工會分會代表。第二步的回覆得於申訴會議召開後十(10)個工作天之內用書面發放。

- 24.03** 茲同意申訴及仲裁程序的時間限制及所有規定均被視作強制性。如果不能在時間限制內或不能按照規定的程序行事，有關申訴便會視為被放棄。本集體協議內的任何時間限制和程序可以透過雙方書面協議予以延長或簡化。
- 24.04** 工會、管理層或政策上的申訴可在第二步開始。
- 24.05** 如果按申訴程序辦事，有關投訴或申訴在指定的時間限制內仍不獲回覆，視乎是工會或僱主，均有權將有關投訴或申訴提到申訴程序的下一步，或視乎情況，交予仲裁。
- 24.06** 本條款所指的的任何時間限制均不包括星期六、星期日及認可假日。

仲裁

- 24.07** 只有在提出書面要求之後，而要求又是在收到處理申訴的程序最後答覆之日的二十(20)日內提出，任何一方可援引仲裁程序，
- 24.08** 要求仲裁一方得向對方提交個別仲裁人的姓名，對方得於收到啟動一方名單的十(10)天內回覆，表明接受所建議的其中一名仲裁人或提交一列個別仲裁人名單。如果雙方在此後十天仍未能就人選達成協議，安省勞工部長將被要求委任一名仲裁人聆訊事件。
- 24.09** 如果任何一方要求成立仲裁委員會，得根據第24.06及24.07條有關程序委任提名人選進入仲裁委員會。
- 24.10** 如果委任仲裁人，每方須負責本身委任人的開支，並共同分擔主席及單一仲裁員的費用。
- 24.11** 單一仲裁人和仲裁委員會並沒有權力更改或改變本協議任何規定，亦沒有權力頒佈任何本協議條款或規定不相符的決定。

第25條

協議有效期及更新

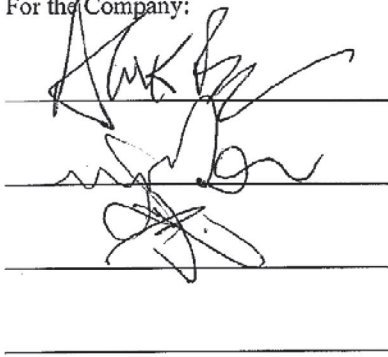
25.01 本協議由2019年1月1日起生效(除非當中另外規定)。本協議在2021年12月31日終止。
本協議對雙方的繼承人及受讓人均有約束力。

本協議屆滿前九十(90)日之內，公司或工會可展開新協議談判，以接替屆滿的現協議。

2019年5月3日在萬錦市簽署

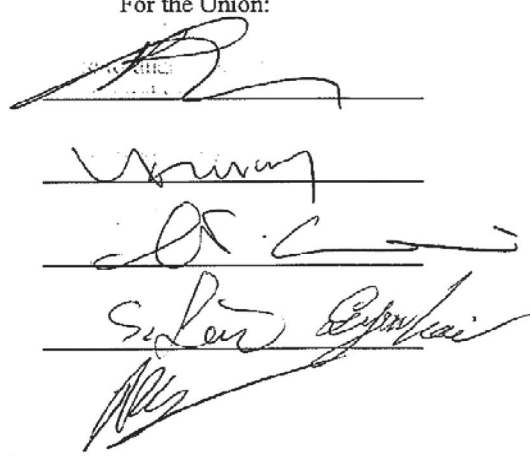
公司代表

For the Company:



工會代表

For the Union:



補充協議及信函

諒解書

關於：公司飛機票獎勵.....	第27頁
關於：第8.08條款.....	第28頁
關於：減少兼職更次.....	第29頁
關於：代理主管職務.....	第30頁
關於：工作更次時間.....	第31頁
關於：退休金與福利.....	第32頁
關於：福利開支與政府轉嫁措施.....	第33頁
關於：外判.....	第34頁
關於：手掌掃描.....	第35頁

星島日報有限公司

及

Unifor第87M分會
南安省新聞傳媒公會

諒解書

蘇禮勳先生
National Representative
CEPLocal 87-M
5915 Airport Rd.,
Mississauga, ON
L4V 1T1

公司同意在本集體協議有效期內繼續執行飛機票獎勵政策。

此致

蘇禮勳先生

總裁

程文麒謹啟

星島日報有限公司

及

Unifor第87M分會
南安省新聞傳媒公會

諒解書

蘇禮勳先生
National Representative
CEP Local 87-M
5915 Airport Rd.,
Mississauga, ON
L4V 1T1

關於：第8.08條款

公司明白到如果要處理一名屬於談判單位僱員的工作表現或紀律處分，而該名僱員正擔任代理主管的職務時，只有兩個解決途徑。公司可以將該名僱員調回原本納入談判單位的職務，或者如果需要嚴厲處分的話，則予以解僱。在解僱的情況下，僱員可以依據第8.08條提出申訴。

此致

蘇禮勳先生

總裁

程文麒謹啟

星島日報有限公司

及

Unifor第87M分會
南安省新聞傳媒公會

諒解書

蘇禮勳先生
National Representative
CEP Local 87-M
5915 Airport Rd.,
Mississauga, ON
L4V 1T1

關於：減少兼職更次

當公司決定永久性減少某一職務的經常性兼職更次時，公司將首先徵求自願者。如果自願人數仍未達到減少的更次時，公司將按照該職務員工的年資，從年資最淺者起減少更次，只要留任的員工可以勝任。

此致
蘇禮勳先生
總裁
程文麒謹啟

星島日報有限公司

及

Unifor第87M分會
南安省新聞傳媒公會

諒解書

蘇禮勳先生
National Representative
CEP Local 87-M
5915 Airport Rd.,
Mississauga, ON
L4V 1T1

關於：代理主管職務

公司同意在本集體協議有效期內，繼續給予被調派暫時擔任副總編輯和/或(日班)製作部經理職務的談判單位僱員，百分之十(10%)的額外薪酬。談判單位的其他僱員如果被要求暫時擔任主管的工作，可以由工會協助和代表，商討不同的安排。公司明白到談判單位的任何僱員可以拒絕被調派擔任主管的工作。

此致

蘇禮勳先生

總裁

程文麒謹啟

星島日報有限公司

及

Unifor第87M分會
南安省新聞傳媒公會

諒解書

蘇禮勳先生
National Representative
CEP Local 87-M
5915 Airport Rd.,
Mississauga, ON
L4V 1T1

關於：工作更次時間

公司同意除非是基於正當營運理由，否則是不會改變工作更次時間。

此致
蘇禮勳先生
總裁
程文麒謹啟

星島日報有限公司
及
Unifor第87M分會
南安市新聞傳媒公會

諒解書

蘇禮勳先生
National Representative
CEP Local 87-M
5915 Airport Rd.,
Mississauga, ON
L4V 1T1

關於：退休金與福利

為明確起見，雙方明白一名參加了集體福利計劃的僱員，六十四(64)歲後如仍在任，該員工將繼續享有此計劃保障。但該員工將不得參加延伸健康保險或長期殘障保險。該員工可繼續參加集體退休金計劃。雙方明白，為了履行以上描述的義務，公司將要遵從任何及所有法定義務，與及根據加拿大稅局規定的退休金計劃要求。

此致
蘇禮勳先生
星報傳媒集團勞資關係總監
鮑華謹啟

2010年3月11日

星島日報有限公司
及
Unifor第87M分會
南安省新聞傳媒公會
諒解書

蘇禮勳先生
National Representative
CEP Local 87-M
5915 Airport Rd.,
Mississauga, ON
L4V 1T1

關於：福利開支與政府轉嫁措施

在更新集體合約的談判期間，雙方同意，於2010年3月21日或之後，若省政府或聯邦政府採取任何行動，引致個人要付醫療護理保障的費用(即：「轉嫁」措施)，公司是沒有義務去承擔涉及此措施的任何費用。此函特別地覆實，公司和工會同意集體合約是沒有考慮「轉嫁」措施帶來的任何費用，是會受集體合約函蓋；雙方並同意若有「轉嫁」措施出現，僱主將不會負責這些開支。工會亦同意，工會將不會因宣稱僱主是有義務去承擔涉及「轉嫁」措施的開支，而代表僱員或以工會名義提出任何申訴。

此致
蘇禮勳先生

星報傳媒集團勞工關係總監
鮑華謹啟

2010年3月11日

星島日報有限公司
及
Unifor第87M分會
南安市新聞傳媒公會
諒解書

羅孝維先生
National Representative
CEP Local 87-M
5915 Airport Rd.,
Mississauga, ONL4V 1T1

關於：外判

倘若，在2021年12月31日或之前，僱主打算把談判單位的工作外判，而這些工作是規定由談判單位的僱員執行，外判引致談判單位裁員，僱主同意，將會：

- (a) 給予工會兩(2)周的通知，以及
- (b) 給予受裁員影響的僱員八(8)周的通知。雙方明白，這八(8)周的通知期包括依據(a) 給予工會兩(2)周的通知期。

在上述兩(2)周通知期的期間，僱員同意與工會會面以及解釋僱主作出決定的理由。工會可主張將工作保留在談判單位。在上述兩周工會通知期內，公司不得與潛在的第三方承包商敲定任何具有法律約束力的協議。

倘若，因為談判單位的工作外判而解僱，(在發出外判的通知後，任何僱員因為接受裁員或自願接受裁員) 僱員可獲得相等於根據在公司連續、或大部份連續服務，每年就有相等於三(3)星期現時職位的工資的一筆過遣散費，但金額不能超過五十二(52)星期的工資。雙方同意集體協議19.01(d)、19.02與19.03條款的原則，應適用於根據這封信支付任何遣散費數額。

我相信這是令人滿意的。

此致
羅孝維先生
星報傳媒集團勞工關係總監
鮑華謹啟
2013年2月17日

星島日報有限公司
及
Unifor第87M分會
南安市新聞傳媒公會
諒解書

羅孝維先生
National Representative
CEP Local 87-M
5915 Airport Rd.,
Mississauga, ONL4V 1T1

關於：手掌掃描

本函將確認，自集體協議續約之確認日期起，僱主將不會擴大使用「手掌掃描」設備的範圍。

我相信這可滿意。

此致

羅孝維先生

星報傳媒集團勞工關係總監

鮑華謹啟

星島日報有限公司

2019年5月3日

附錄A - 工資(周薪)

類別	年份	起薪	1年後	2年後	3年後	4年後	5年後
翻譯主任	2019	1,041.86	1,090.04	1,111.08	1,132.08		
	2020	1,052.28	1,100.94	1,122.19	1,143.40		
	2021	1,062.80	1,111.95	1,133.41	1,154.83		
編輯, 編輯/記者	2019	915.79	961.52	978.82	999.84	1,018.37	
	2020	924.95	971.14	988.61	1,009.84	1,028.55	
	2021	934.20	980.85	998.49	1,019.94	1,038.84	
資深記者 資深翻譯員	2019	904.69	950.42	968.96	989.95	1,007.26	
	2020	913.74	959.92	978.65	999.85	1,017.33	
	2021	922.87	969.52	988.44	1,009.85	1,027.51	
記者 攝影記者	2019	787.27	825.57	842.89	860.18	876.25	894.80
	2020	795.14	833.83	851.32	868.78	885.01	903.75
	2021	803.09	842.16	859.83	877.47	893.86	912.79
翻譯員	2019	787.26	825.57	842.88	860.18	876.24	
	2020	795.13	833.83	851.31	868.78	885.00	
	2021	803.08	842.16	859.82	877.47	893.85	
編輯 - 兼職	2019	23.75	24.89	25.40	25.90	26.39	
	2020	23.99	25.14	25.65	26.16	26.65	
	2021	24.23	25.39	25.91	26.42	26.92	
校對員 - 兼職	2019	15.19	15.95	16.25	16.58	16.88	
	2020	15.34	16.11	16.41	16.75	17.05	
	2021	15.50	16.27	16.58	16.91	17.22	
記者 - 兼職	2019	20.40	21.45				
	2020	20.60	21.66				
	2021	20.81	21.88				
翻譯員 - 兼職	2019	20.40					
	2020	20.60					
	2021	20.81					

註1： 上述各職位兼職僱員的薪酬按照周薪的每小時工資計算。

註2： 校對員在2019年每更的最低薪酬為：起薪\$43.84；1年後\$47.85；3年後\$53.13。