

COLLECTIVE AGREEMENT

Between

THE ST. CATHARINES STANDARD
A Division of Sun Media Corporation,

- and -



Editorial Department
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LOCAL HISTORY

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

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

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

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

The new local was called the Toronto Newspaper Guild, Local 87 of the ANG, and its first decade was largely a story of failure. With legal protections weak, publishers were able to get away with subtle and not-so-subtle pressure tactics in order to prevent unions from taking root.

Even at the Toronto Daily Star, known as a friend of labour (and founded by striking printers in the 1890s) an attempt in the early 40s to negotiate a contract collapsed after the company demoted known union supporters and engaged in the kind of blatant intimidation that is outlawed today.

The ANG revoked the charter of the Toronto local in 1943.

The First Contract

But the need and desire for a union didn't die. In 1948, the Toronto Newspaper Guild was resurrected and was able to demonstrate majority support in the Star newsroom.

That meant it could be certified by the Ontario Labour Relations Board under newly enacted labour laws, with the result that the company was obliged to bargain with the union.

The new union's first president was Beland Honderich, later to become publisher and part-owner of the Star. Honderich set the tone for this new union when he wrote in the first issue of the local union's newsletter: "We are now trade unionists...members of that great body of men and women who have been striving for years to improve the living standards of Canadian workers...A union, if it is to be successful, must be representative...it must be democratic..."

Those goals continue to motivate this union.

After several months of bargaining, the Guild's first contract in Toronto and indeed the first ANG contract in Canada was signed in April, 1949, containing the milestone pay rate of \$80 a week for reporters/photographers with five years of experience.

The Star proclaimed itself on its news pages as the "first newspaper in Canada to establish the five-day, 40-hour week for editorial employees...it now becomes the first and only Toronto daily newspaper to pay its editorial workers time-and-a-half in cash for overtime."

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

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

Employees made major gains in wages, benefits and working conditions in those early years, and were generally able to do it without having to resort to strike action.

The first strike in the young local's history took place at the Racing Form in July of 1951. It lasted all of 30 minutes. All 13 members went on strike when the employer refused to implement wage increases that had need

negotiated. They returned to work with guarantees that all members would get their increases and they did.

The First Strike

When the Guild's first major strike came, it was at a small paper, and it was a messy one.

Employees at the Thomson-owned Oshawa Times walked out in 1966 in a two-week strike that became one of the biggest Canadian labour battles of the era. While the strike involved only 35 employees, the courts granted a controversial injunction limiting picketing.

That prompted a rebellion in the strong union town, and picket lines swelled to more than 1,000 with the support of other unions.

When the local sheriff showed up to try to enforce the injunction, he was pelted with snowballs and beat a hasty retreat.

Newspaper publishers were outraged, but the strike was settled soon after. A second strike in Oshawa was also long and difficult in 1995 and created the local union's first

strike paper operating in competition with the Times. At the end of the strike neither paper survived.

In 1955 the young local union had to confront the loss of one of its early activists and a former president A.O. (Alf) Tate, a Star photographer who was killed in a work accident. Tate and reporter Doug Cronk were assigned to report on a hurricane off the coast of Florida when their plane went missing. Their bodies were never found.

The union honoured Tate by creating a journalism scholarship in his name. **Originally**, the scholarship was awarded to a needy grade 11 student who demonstrated ability and was selected by the Toronto School Board. Today the local maintains the A.O. Tate scholarship for a journalism student at Ryerson University in Toronto.

Fred Jones followed Tate as local union president. Jones left the local to work for the international union as a Canadian representative where he continued to work with local 87.

He later returned to the local as Executive Secretary. His contribution to the union has also been recognized with an internal award. Every year a local activist is granted an educational subsidy in Jones' honour.

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

Growth in the 60s, 70s

The late '60s and the 1970s were a more stable period for the union, as the Guild settled into perhaps a too-cosy relationship with the newspaper companies. Organizing of new groups was given little priority. The union, recognizing it was more than just a Toronto organization, changed its name in the late 70s to Southern Ontario Newspaper Guild, but made no serious effort to expand.

The parent union, recognizing it had members outside the United States, changed its name from American Newspaper Guild to The Newspaper Guild. The early 1970s also saw the first major stirrings of Canadian nationalism within the union, as the Toronto Guild pressed with only minimal success for more Canadian autonomy within the international structure.

The local also had stable leadership through these years. Jack Dobson of the Globe and Mail served 8 terms as local president from 1959 through 1966 when he resigned to become a local union staff representative. Later, John Lowe of the Star led the union for 9 terms from 1976 through 1984. While a woman was not president until 1989 when Gail Lem was first elected, women played a key role in the union and its executive from the earliest days.

Star reporter Judith Robinson was part of the 1939 organizing committee and women like Lillian Thain and Nadia Bozinoff also of the Star, Isabel Greenwood and Jean Pakenham of the Telegram and Margaret Daly of the Star all made fundamental contributions to the union's successes.

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

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

Meanwhile at the Globe and Mail, Guild employees took their first ever strike vote in 1982, also marking a new era in relations with the company. Those negotiations ended without a strike, and the Globe unit of SONG still has a strike-free record.

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

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

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

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

quarters on the ground floor and basement of a townhouse at 219 Jarvis St. had become cramped.

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

Going Canadian

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

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

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

Despite restrictive labour laws passed by the Conservative government elected in Ontario in 1995, SONG has continued to organize, bringing in employees of ethnic community newspapers at Sing Tao Daily, Share, the Korea Times and the World Journal. In early 2002 a further 350 employees of the London Free Press chose union representation with SONG.

Their Quebecor cousins in the Toronto Sun newsroom joined up in early 2003, followed closely by the Local's first broadcasting bargaining units at CHUM's New PL/WI/NX now known as the A Channel and Corus. Soon after pre-press employees at the Toronto Sun and editorial employees at the Ottawa Sun chose SONG.

In addition, employees at the Stratford Beacon Herald and the Simcoe Reformer and the free daily Metro have joined SONG. By 2004, the Local represented media workers in newspapers, magazines, book publishing, television and specialty broadcasting, radio and internet: in recognition of this diversity, we changed the name of our Local to the Southern Ontario Newsmedia Guild.

Expanding Beyond Southern Ontario

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

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

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

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

With the merger, CEP Local 87M became Unifor Local 87M. We now represents almost 3,000 workers in all aspects of the media in Ontario and 34 different workplaces. The local and its members confront daily issues of media concentration, editorial integrity, contracting out, job security, pensions and the declining circulation of paid daily newspapers.

The local has had, and continues to have, success in supporting its members on these issues because of the willingness of members to volunteer their time and use their energy and creativity. Some take time

from their careers to work full-time as local president or on local staff. In addition, the local has been well served by the dedication of its staff hired from outside the membership. Men and women who have spent countless hours in the negotiation and administration of collective agreements and ensuring the infrastructure of the local functioned on a day-to-day basis.

PREAMBLE

THIS AGREEMENT is made on the 25th of March, 2014 between the St. Catharines Standard, a division of Sun Media Corporation hereinafter known as the Employer, and **Unifor** Local 87-M, Southern Ontario Newsmedia Guild, hereinafter known as the Union. In this collective agreement it is presumed that gender references to male or female employees apply equally to the other sex.

ARTICLE 1 – RECOGNITION AND COVERAGE

- (a) The bargaining unit shall comprise all employees of the Employer in its editorial department, in the City of St. Catharines, save and except, editor-in-chief, managing editor, news editor and the sports editor.
- (b) In this collective agreement it is presumed that gender references to male or female employees apply equally to the other sex.

ARTICLE 2 – MANAGEMENT RIGHTS

- (a) The right to hire, assign duties, retire, promote, classify, lay off, recall, demote, transfer, discharge or discipline for just cause employees who have completed their probationary period, to maintain order, discipline, efficiency and to establish and enforce reasonable rules and regulations governing the conduct of employees, is the exclusive function and responsibility of the Employer, subject to the terms and conditions of this agreement. All matters concerning the operations of the Employer not specifically dealt with herein shall be reserved to the Employer and be its exclusive responsibility. The employer shall exercise its rights in a manner that is fair and reasonable.
- (b) The Employer shall not assign bargaining unit work to any employee outside the Bargaining Unit except to the extent that has been previously assigned as of May 10, 2011.

ARTICLE 3 – UNION REPRESENTATION

- (a) The Employer recognizes the Union as the exclusive bargaining agent for all employees covered by this agreement.

It is a condition of employment of any employee, as of the date of the signing of this agreement, who is a member of the Union or who thereafter becomes a member of the Union, that he or she remain a member for the duration of the agreement.

Each new employee shall become a member of the Union within 3 months after their date of employment.

- (b) The Union agrees that it will accept and retain in membership any employee subject to its constitution and bylaws.
- (c) The Employer agrees that there shall be no interference with, discrimination against or discipline of any Union representative for carrying out Union business as permitted by this agreement.
- (d) The Employer shall advise new employees that a collective agreement is in effect. A Union representative shall be allowed one-half hour during a new employee's first week of work to discuss the collective agreement.
- (e) The Employer shall continue to provide the Union with its present bulletin board space and shall provide another site should the space disappear because of physical alteration of the workplace or a change in location of the workplace.
- (f) The Union will provide the Employer with a current list of the union representatives, comprising a unit chair, a vice-chair, and two stewards.
- (g) The Union agrees that stewards and Union Executive Committee members have their regular work to perform on behalf of the Employer, and in recognition of that neither a steward nor an Executive Committee member will leave his regular duties to service a grievance or attend a meeting with the Employer, without first obtaining permission from his or her supervisor, which will not be unreasonably withheld. Stewards and Executive Committee members shall advise their supervisors of the expected length of absence from duties and report to them upon their return to work.
- (h) Stewards and Executive Committee members who do not absent themselves from regular duties unreasonably will not suffer any loss

of compensation for time spent in attending meetings with the Employer and in servicing grievances up to but not including arbitration.

- (i) The employer agrees that the union may hold annual balloting for elected positions in the workplace (covered by article 1a) provided there is no disruption to the operation. For clarity, the meeting may be held only after regular business hours and requests must be made two weeks in advance and approved subject to operational requirements.

ARTICLE 4 – INFORMATION AND DUES DEDUCTION

- (a) The Employer shall supply the Union, within thirty (30) days of signing of this agreement, with a list containing the following information for each member of the bargaining unit:
 - i) Name
 - ii) Address
 - iii) Date of Hiring
 - iv) Classification
 - v) Status (full-time or part-time)
 - vi) Experience rating
 - vii) Experience anniversary
 - viii) Salary
 - ix) Merit pay
- (b) Changes to the above information as well as notification as to resignations, retirements, deaths, leaves of absence together with effective dates shall be provided to the Union not later than one month after they occur.
- (c) Union dues from all employees in the bargaining unit covered by this agreement shall be paid by automatic payroll deductions.
- (d) The Employer shall deduct from the regular salary of the covered employees an amount equal to the regular union dues in accordance with a rates schedule furnished by the Union. The dues schedule may be amended by the Union with one month notice and the Employer

shall adjust payroll deductions accordingly on the pay day immediately following the notice period.

- (e) The Employer shall remit to the Union, not later than the 15th day of each month, all regular union dues collected during the preceding calendar month.
- (f) The Employer shall provide the Union with a monthly statement of the amount of dues remitted to the Union for every employee in the bargaining unit.
- (g) Employees will notify the Employer promptly of any change in their home address and telephone number.
- (h) General Assessments

With two weeks written notice, the Employer agrees to deduct general assessments as required by **Unifor** Local 87-M, Southern Ontario Newsmedia Guild and to remit the total of individual deductions by cheque to the Treasurer of the Union before the end of the month following the month in which the deductions are made. As with the remittance of regular union dues provided for in clause 4(d), the Employer shall, when remitting assessments, give the names of the employees from whose pay deductions have been made.

- (i) Humanity Fund
- (i) The Employer shall in each pay period deduct \$0.01 per hour for all regular hours worked from the wages of employees covered by this Collective Agreement and remit annually.
- ii) The monies so deducted shall be remitted to the charitable foundation known as the CEP Humanity Fund on an annual basis. The Employer shall also include with the remittance the number of employees for whom contributions have been made.
- iii) The first deduction for the Fund will be made in the fifth (5th) week following the ratification of the Agreement.
- iv) It is understood that participation in the program of deductions set out above is voluntary. Employees who do not wish to participate must so

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

- v) All such employee contributions to the CEP Humanity Fund shall be recorded on the employee's T4 Form.

ARTICLE 5 – HOURS OF WORK

- (a) The regular shifts for all full-time employees shall consist of seven and a half (7- 1/2) hours (exclusive of any unpaid meal period) per day and thirty seven and a half (37-1/2) hours per week.
- (b) The company policy regarding flex time shall remain in effect for the duration of this agreement. It is understood that flex time refers to the movement of hours within the regular work week and is not meant to replace overtime.
- (c) All full-time employees shall be entitled to two (2) fifteen-minute paid breaks per shift.
- (d) The employer shall make every reasonable effort to ensure that employees receive (2) consecutive days off in each 7 day period.

ARTICLE 6 – SCHEDULES

- (a) The employer shall post work schedules for all employees not later than two weeks in advance of the week for which they apply.

It is understood that schedules may be changed once posted, as a result of circumstances beyond the control of the Employer, or due to emergencies or other unforeseen circumstances.

- (b) To the extent that it is practicable, employees shall be given notice of changes in shifts not later than the half way point of the preceding shift. An employee must consent to having his/her day off changed, if less than two weeks notice is given.
- (c) An employee shall not be required to begin one scheduled shift sooner than ten hours following the end of another scheduled shift.

- (d) Where an employee has booked vacation time of a week or more, the Employer will make an effort to schedule that employee's weekly days off immediately prior to that vacation.
- (e) To the extent that it is practicable, no employee shall be required to work a split shift unless he or she consents otherwise.
- (f) The Employer shall not unreasonably deny a request from two employees performing similar duties to trade shifts.

ARTICLE 7 – OVERTIME

- (a) Overtime shall be defined as work required and authorized by the employer beyond seven and a half (7-1/2) hours in a day or thirty seven and a half (37-1/2) straight time hours in a week.

The overtime rate shall be one and a half times the regular straight time hourly rate.

- (b) An employee required by the Employer on his or her day off shall be paid at the rate of time and one half for all time worked with a minimum of (4) four hours at the overtime rate.
- (c) Employees may elect to take time in lieu of cash at the overtime rate at a time mutually agreeable between the employee and the employer. A request to take time owing shall not be unreasonably denied. Employees shall be allowed to accumulate overtime in a time bank to a maximum of thirty-seven and a half (37- 1/2) hours at any one time. Previously scheduled vacation shall take precedence over requests for banked time off.
- (d) Employees shall be allowed to carry time-bank hours from one calendar year to the next.
- (e) An employee called back to work after having left the office shall be guaranteed at least two hours compensation at the overtime rate.
- (f) When an employee is required by the Employer to do additional work at home, the hours involved in such additional work shall be taken into

account in the calculation of weekly hours worked referred to in Article 7(a) herein.

- (g) Employees called in early for their shift by one hour or more shall receive the overtime rate for the time worked prior to the start of their regular shift or may take the equivalent time off at the end of the shift. It is understood the employee may elect to bank such overtime in which case it will be administered in accordance with article 7 (c) of this agreement.

ARTICLE 8 – HIRING AND PROMOTIONS

- (a) The Employer shall post a notice in the Editorial Department for seven (7) calendar days for all job vacancies or new positions in the bargaining unit.
- (b) The date of posting and the date the posting closes shall appear on the notice along with job classification and basic qualifications required.
- (c) All candidates from within the bargaining unit who apply in writing and who have not been interviewed for the same position in the preceding twelve months shall be granted an interview.
- (d) Employees shall be allowed to submit, in writing, standing applications for specific jobs.
- (e) The Employer shall continue its policy of promotion from within, whenever suitable candidates are available. Where two or more applicants for bargaining unit positions meet the criteria for the job and have relatively equal skill and ability, the employee with the most seniority will be awarded the job. It is understood that the Employer maintains the right to hire the most qualified person for the job, whether within or outside of the bargaining unit.
- (f) The Employer shall, on request, provide an explanation to an employee as to why his/her application was not successful and identify areas where improvement could be made.

- (g) New employees shall be on probation for three (3) months. The probationary period may be extended by mutual agreement. The Employer may dismiss a probationary employee for any reason whether the probationary period is extended or not, provided such dismissal is not otherwise arbitrary, discriminatory or in bad faith.
- (h) Employees shall be free to refuse promotions without penalty.
- (i) Every person has a right to equal treatment with respect to employment without discrimination because of age, sex, race, colour, ancestry, place of origin, ethnic origin, citizenship, creed, marital status, family status, sexual orientation, handicap, or record of offenses, as defined and interpreted under the Ontario Human Rights Code, nor because of political beliefs, lawful Union activity, union membership or non-membership. In particular, there shall be no harassment of any employee as prohibited by the Human Rights Code and the Health & Safety Act.

ARTICLE 9 – VACATIONS

- (a) A calendar year system shall be used for allocating vacations. Employees shall receive annual paid vacation on the following basis:

After one (1) year’s service	two (2) weeks
After two (2) years	three (3) weeks
After nine (9) years	four (4) weeks
After eighteen (18) years	five (5) weeks
After twenty-seven (27) years	six (6) weeks
After thirty-four (34)	seven (7) weeks

Employees in their first calendar year of employment will be entitled to one week’s vacation after six (6) months; two week’s vacation after one (1) year, either/or, not both.

Vacations are required to be taken in weekly increments. However, an employee entitled to three (3) or more weeks of vacation shall be entitled to break up one (1) week of vacation into individual days, subject to management approval based on operational requirements.

- (b) In arranging the vacation schedule, the Employer shall determine the number of employees needed at all times in order that there be no interference in the operation of the department.

Notwithstanding the above, vacations for the editor group shall be arranged as follows:

- a) Scheduling of the first week of vacation entitlement for an employee during prime vacation time shall be on the basis of seniority.
- b) Scheduling of the next two weeks of vacation entitlement of vacation entitlement shall be on the basis of seniority.

Vacations in each vacation group shall be arranged by the Employer according to seniority. However, no employee shall be allowed to schedule more than two weeks vacation in prime vacation time until all other employees in the vacation group have had a chance to schedule their vacations. Prime vacation time shall be defined as the period between the second Sunday in June to the second Sunday in September, the weeks of the March school break and the two-week Christmas period.

Employees shall provide the Employer with preferred vacation dates by February 15 for that year. Employees who fail to select vacation dates by February 15 may lose the privilege of selection to which their seniority entitles them. Vacation schedules shall be arranged and posted by March 15.

- (c) When a paid holiday occurs during an employee's vacation period, the employee shall be entitled to an extra shift off at a time to be mutually agreed between the employee and the Employer.
- (d) Employees will take vacation in the year they earn it with the understanding that if an employee leaves the Company for any reason, other than involuntary layoff, and has not earned all the vacation time they have taken, the Company will deduct such amounts from any outstanding monies. If the amount to be reimbursed is greater than the outstanding monies, the employee shall agree to reimburse the employer with terms that are mutually acceptable.

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

- (e) Employees who terminate for any reason shall be entitled to a paid vacation or pay-in-lieu on a pro-rated basis for the vacation year in which the termination occurs. In the case of death, such vacation credit shall be paid to the employee's estate.
- (f) An employee who is absent from work due to illness or injury for a minimum of five (5) days prior to the commencement of the employee's scheduled vacation, shall be allowed to reschedule all such vacation provided the employee's illness or injury is supported by a medical certificate and the employee's request to reschedule such vacation is given prior to the start of the vacation. Such vacation time shall be rescheduled by mutual agreement between the employee and the employer.
- (g) It is management's responsibility to ensure that vacation entitlement is scheduled and used within the vacation year of January 1st to December 31st. With management approval, vacation of up to 5 days may be carried over to the next year providing it is used by March 31st.

ARTICLE 10 – PAID HOLIDAYS

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

The Employer shall allow another religious holiday to be substituted for a listed paid holiday mutually agreed to between the employee and his/her supervisor.

- (b) Employees hired on and after May 22, 1998, shall be eligible for one (1) personal day with pay during each calendar year, to be taken at a time mutually agreed upon between the employee concerned and his/her supervisor. If and when a federal or provincial government declares another paid holiday, the additional day will be this day.
- (c) Employees required by the Employer to work on a paid holiday shall receive, in addition to their regular day's pay, time off on the basis of

one and one half (1- 1/2) hours for each hour worked to be taken on a date mutually agreed upon between the employee and his/her supervisor. Alternatively, the employee may elect to be paid one and one-half (1-1/2) times his/her regular rate for each hour worked on the holiday, and another day off with pay on a date mutually agreed upon between the employee and his/her supervisor.

Work on holidays shall be offered to all employees in the work area on a first- come, first-serve basis. Where no employees volunteer to work on a holiday, employees in the work area will be assigned to work on a rotating basis in reverse order of seniority.

- (d) An employee whose scheduled day off falls on a paid holiday shall receive an additional day off at a mutually agreed time.

ARTICLE 11 – BENEFITS AND SICK LEAVE

As a condition of settlement, upon implementation of the Flex Media plan, the employer shall annually deposit in the Flex Media Health Savings Credit account of each bargaining unit employee who was employed as of this date of memorandum \$700 credits. Within a month of ratification, any employee so entitled may instead irrevocably opt to forego the annual credits for the remainder of his/her employment and instead choose to maintain the retiree benefits are otherwise abolished for all employees other than current retirees who are eligible.

Effective the implementation date of Flex benefits which shall be no later than December 31, 2011, the existing group benefit plan shall be replaced as follows:

The new FlexMedia benefit plan for all full-time employees of Sun Media will be applicable to all full-time employees covered by this collective agreement and these employees will participate in such plan. The terms and conditions of the company benefits plan, including coverage of benefits shall be no less than those described and disclosed to the union during negotiations.

Part Time Employees

Part-time employees will continue to be covered under the prior benefit program if they so qualify.

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

Short Term Disability

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

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

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

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

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

ARTICLE 12 – PENSION

- (a) The Employer shall, during the life of this agreement, maintain the Pension Plan in effect at the signing of this agreement or a plan providing at least equal benefits.

ARTICLE 13 – HEALTH AND SAFETY

- (a) The employer shall maintain a safe and healthy work environment for all employees and maintain the workplace in conformity with federal, provincial and local health and safety laws and regulations.

- (b) The union shall appoint an employee representative to sit on the company- wide health and safety committee.
- (c) The Employer agrees to provide VDT glare screens when requested.
- (d) A pregnant employee who normally works on VDTs shall, upon request, be re- assigned to work that does not involve use of VDTs with no loss in pay when such work is available providing the employee is qualified to perform the work. When such work is not available, or if the employee is not qualified to perform the work, the employee may apply for and shall be granted a leave of absence without pay and benefits for the duration of the pregnancy. The Employer will consider a request from a pregnant employee to be allowed to perform her work with a method that does not involve the use of VDTs if such a method is practical.

ARTICLE 14 – GRIEVANCE AND ARBITRATION PROCEDURE

- (a)
 - i) An employee and/or the Union shall within 30 (thirty) days of the circumstances giving rise to the complaint, raise the matter orally with the employee’s immediate supervisor. If the employee and/or the Union are not satisfied with such discussions, the employee and/or the Union may resort to the grievance procedure described in this section.
 - ii) Efforts to resolve grievances, up to but not including arbitration, shall be made on company time. The grievor(s) may be present for any formal meeting throughout the grievance and arbitration procedure.

(b) Definitions

“Grievance” means any difference between the parties bound by the agreement concerning its interpretation, application or alleged violation and whether a matter is arbitrable.

For the purpose of this Article, “Officer of the Union” shall include any elected officer of the Union, representative or shop steward recognized by the Union.

“Days” means calendar days, excluding statutory holidays.

(c) **Grievance Procedure**

Either party may initiate a grievance. If a grievance is not settled at either stage of the grievance procedure, then the grieving party shall have the alternative either to abandon it or proceed to the next successive stage within the time limits set out in each stage. By mutual agreement between the Employer and the Union and in the case of an Employer or a Union grievance, the processing of any grievance may begin at the second stage. The successive stages of the grievance procedure are:

i) **First Stage**

If the two (2) parties are unable to resolve the oral complaint, then within fifteen (15) days of the oral meeting, the Union shall grieve the matter in writing with the employee's department manager, stating the name of the grievor, as well as the sections of the agreement alleged to have been violated. The answer to the first stage grievance shall be given in writing within ten (10) days of receipt of the grievance.

ii) **Second Stage**

If the two (2) parties are unable to agree at the first stage, then within fifteen (15) days of an answer at the first stage, the Union shall take up the grievance in writing with the Publisher (or his/her representative). The answer to the second stage grievance must be given with ten (10) days of receipt of the second stage grievance.

(d) **Final Stage – Arbitration**

i) If the two (2) parties are unable to agree at the second stage, then within fifteen (15) days of receipt of an answer at the second stage, the grieving party shall notify the other party, in writing, of its intention to take the grievance to arbitration.

In general, it is intended that grievances which are not resolved at the second stage shall be submitted to a single arbitrator; however, either party may elect to submit a grievance to an Arbitration Board of three members, in which case the other party shall comply.

(ii) Single Arbitration

In the event that a grievance is to be adjudicated by a single arbitrator, the parties to the Agreement shall attempt to agree on an Arbitrator as soon as the grieving party has submitted notice, in writing, of its decision to proceed to arbitration. If the parties cannot agree, the Arbitrator shall be appointed by the Ontario Minister of Labour. The Arbitrator shall proceed as soon as practical to examine the grievance and render his/her judgment, and his/her decision shall be final and binding upon the parties and upon any employee affected by it.

(iii) Arbitration Board

If the grievance is to be adjudicated by an Arbitration Board of three (3) members, the grieving party shall notify the other party in writing of its desire to submit the grievance to arbitration and the notice shall contain the name of the grieving party's appointee to the Arbitration Board. The recipient of the notice shall within five (5) days advise the other party of the name of his/her appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the two (2) appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Ontario Minister of Labour, upon the request of either party. The Arbitration Board shall proceed as soon as practical to examine the grievance and render its judgment, and its decision shall be final and binding on the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern. Each party shall pay the fees and expenses of its appointee to a Board and one half (1/2) the fees and expenses of the Chairperson, or single arbitrator. Expenses will include any disbursements incurred by the arbitrators during their proceedings.

(e) **Time Limits**

It is intended that grievances shall be processed as quickly as possible. Time limits are mandatory and not directory. If the grieving

party does not appeal the grievance to the next successive stage within the specified appeal time limit, the grievance shall be deemed to be abandoned and shall not thereafter be reinstated. If the responding party does not answer the grievance within the specified answer time limit for each stage, the grievance shall automatically proceed to the next higher stage.

Notwithstanding the above, the appeal and answer time limits as specified may be extended by mutual agreement.

ARTICLE 15 – LEAVES OF ABSENCE

- (a) Any employee may submit a written request to the Employer for leave of absence without pay specifying the reason for and duration of the leave. Requests will not be unreasonably denied but will be given due consideration based on their merits and the requirements of operations. For the first three (3) months of a leave, the Employer shall maintain benefits under Article 11. Following that, benefits may be maintained for an additional three (3) months at the employee's expense.

Bereavement Leave

- (b) (i) When death occurs in the immediate family of an employee, if said employee attends the funeral he/she will incur no loss of pay for five (5) consecutive days from the date of death. The members of the immediate family include mother, father, spouse and children. For clarity, immediate family includes parents, children (including step-children) and spouse (including common-law and same-sex).
- (ii) When death occurs in the family of an employee, if said employee attends the funeral he/she will incur no loss of pay for three (3) consecutive days from date of death for father-in-law, mother-in-law, brother-in-law, sister-in-law, brother, sister, grandparents and grandchildren. If one or more regular non-work days occur during that three day period, the employee shall be entitled up to three (3) days absence from work with pay for the purpose of attending the funeral.
- (iii) In the application of clause (ii) above, when death occurs outside a 500 kilometre radius of St. Catharines, five (5) consecutive

days will be granted. Any days that are not scheduled working days within the five (5) consecutive day period will not be paid.

- (iv) Employees shall be allowed four (4) hours off with pay when serving as a pallbearer at a funeral not involving a bereavement covered in the paragraphs above. Twenty-four (24) hours notice must be given to the Manager or Supervisor for this time to be granted.
- (v) The term “spouse” in paragraph 15 (B) (i) above shall be defined in accordance with Section 29 of the Family Law Act. Where those criteria are met the term “common-law spouse” “and same sex partner”, will have the same effect as the term “spouse”.

Parental Leave

- (c) Pregnancy and parental leave shall be granted in accordance with the Employment Standards Act.

Jury Duty

- (d) The Employer shall pay to each employee called to serve on a jury, or when subpoenaed to serve as a crown witness, with the exception of matters relating to labour relations, the difference between a day's pay or each day up to five (5) days a week that the employee is absent from work and the total sum paid to the employee for such service. An employee excused from jury duty on any given day shall report for work.

A night shift employee called for such service shall not be required to work on the day or days so spent.

- (e) (i) Union Leave

Full Time Union Position: The Employer will grant an employee a leave of absence without pay or benefits to work in an official full-time capacity for the Union, the Canadian Labour Congress or the Ontario Federation of Labour. During this time period, the employee will continue to accrue bargaining unit seniority and advance on the wage grid. Pension plan service shall only accrue if the Employer's contributions are paid by the labour organization. The employee must give the Employer one (1) month notice in writing of such a leave, or of an election that may

lead to the need for such a leave and, if operational concerns require it, up to two (2) weeks more notice after the election. No more than one (1) employee may be absent on this leave at any one time.

- (ii) Leaves of absence, upon request, without pay, shall be granted to delegates to conventions of Unifor to no more than one (1) employee at any one (1) time on two (2) weeks notice and for not more than a total of two (2) weeks in any one (1) year. Leaves of absence, upon request, without pay, for the purpose of participating in other meetings relating to the business of Unifor, for not more than a total of two (2) weeks in any one (1) year, will be granted, provided such absence would not unreasonably interfere with the efficient operation of the Employer's business.

An employee granted a leave of absence in accordance with (a) above shall, except for advancement on the wage grid, accumulate seniority for up to six months while on such leave of absence. The employee shall retain all seniority accumulated prior to the start of such leave. Notwithstanding the above, an employee on pregnancy or parental leave, or union leave, shall accumulate seniority for the full duration of the leave.

An employee granted a union leave of absence, or an employee on pregnancy or parental leave, shall accumulate seniority while on such leave of absence and shall retain all seniority accumulated prior to the start of such leave.

ARTICLE 16 – JOB SECURITY

- a) (i) When it is determined by the Employer that a reduction in the work force is necessary, not less than six (6) calendar weeks notice shall be given to the Union and the employees affected. The notice to the Union shall specify the job classification(s) and the number of employees involved. At the request of either party, the Employer and the Union shall meet during the notice period to discuss possible alternatives to the layoff and the employer shall consider any reasonable alternative put forth by the union before reducing the workforce. Employees shall be laid off in reverse order of seniority in each classification

provided those remaining are qualified to perform the work required. It is agreed that any layoffs in the Multi Media Journalist classification shall be done strictly by seniority.

- (ii) During the notice period specified in Article 16(a)(i) above, the Employer shall consider voluntary resignations or job sharing requests from employees in the classifications involved. If a voluntary resignation is accepted, such employees shall receive severance pay outlined in Article 17. The number of employees to be laid off shall be reduced accordingly. It is understood that employees voluntarily resigning will thereby waive their rights to recall.

- b) If there is a layoff, the employee(s) affected may choose, in order of seniority, within two (2) weeks of notice, to bump employees with less seniority. Full-time employees may bump other full-time employees or part-time employees; and part-time employees may bump other part-time employees or full-time employees provided they have more seniority than the employee they choose to bump. Employees who choose to bump may bump either those with less seniority in the same classification or those with less seniority in a classification where they have demonstrated their ability to competently perform the work required. An employee who chooses not to bump shall receive severance pay in accordance with this agreement.

- c) An employee displaced under clause (b) above may elect under the same criteria, within two weeks, to bump into another classification in which he/she is competent to perform the work.

- d) Notwithstanding any other clause in this article, an employee who bumps into a lower classification shall be paid the top minimum for that classification. However, where this would result in a raise in pay, the employee's salary shall stay the same.

- e) Laid-off employees, or those who bumped into lower classifications, shall be placed on a recall list in order of seniority and the Employer shall fill vacancies according to that list. A laid-off employee may refuse to accept temporary work without his or her recall rights being affected, and a laid-off full-time employee may refuse to accept part-time work without his or her recall rights being affected. A laid off part-time employee may refuse full-time work without his or her

recall rights being affected. Laid off employees shall be removed from the recall list when their seniority is lost as outlined in Article 18(b).

- f) During a layoff, seniority will be frozen. If the employee is recalled to regular employment, seniority will be restored to the frozen level. An employee on the recall list shall have the option of buying group life insurance (for three (3) months only) and medical and dental benefits for the period he/she is on the list.
- g) Notice of recall shall be sent to the employee by registered mail, with a copy to the union office at the same time by registered mail.
- h) Except in the case of a change in classification, there shall be no pay rate reductions for any employee during the term of this collective agreement.
- i) For employees who have completed their probationary period, there shall be no discipline, suspension or dismissal except for just and sufficient cause.
- j) Employees shall be trained at the Employer's expense to use new technology and methods in their work.
- k) The Employer shall notify the Union at least six weeks in advance of the introduction of major changes in equipment or technology used by it in its operations. During this period, on the request of either party, the parties shall meet to discuss the impact of such changes. Where such a change in equipment or technology causes the elimination of positions, the Employer shall offer, to affected employees, retraining for job vacancies within the bargaining unit. Where no job vacancies exist or where the employee cannot be retrained within a reasonable period of time, the Employer may lay off staff in accordance with this article.
- l) In the event that the Employer creates a new bargaining unit job classification, the Union and the Employer agree to negotiate the wage rate for the new job classification. Where agreement cannot be reached the issue of the wage rate shall be referred to the grievance and arbitration procedure.

ARTICLE 17 – SEVERANCE PAY

- (a) An employee who has completed his/her probationary period and who is terminated as a result of a staff reduction shall receive severance pay in the amount of 1 week of pay for each five months of service or major fraction thereof, with a maximum of 52 weeks pay.
- (b) An employee who is on the rehiring list and is recalled prior to the end of the period for which he/she received severance pay shall refund the unexpired portion of the severance pay upon his/her return.

ARTICLE 18 – SENIORITY

- (a) Seniority shall be determined by an employee's length of continuous service in the bargaining unit. Notwithstanding the above, there shall be no loss of seniority accrued prior to the date of ratification (March 25, 2014).
- (b) An employee's continuity of service shall be broken, seniority lost, and employment terminated when he or she:
 - i) voluntarily terminates his or her employment;
 - ii) is laid off by the Employer for a period exceeding eighteen (18) consecutive months;
 - iii) fails to report for work within ten (10) days after being notified by the Employer of recall following layoff;
 - iv) is terminated for just and sufficient cause;
 - v) fails to report for work after the end of an authorized leave of absence without providing a reason satisfactory to the Employer;
 - vi) is absent from work for three (3) consecutive working days without providing a satisfactory reason to the Employer;
 - vii) retires.
- (c) The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority

list shall be sent to the Union annually not later than March 31st of each year.

ARTICLE 19 – TEMPORARY EMPLOYEES

- (a) A temporary employee is one who is hired to:
 - i) cover a leave of absence due to maternity or other reason for the duration of the leave;
 - ii) cover vacation absences for a maximum continuous period of four months;
 - iii) work on a special editorial project or for a specified time in either case not to exceed eight (8) months. The Union shall be notified in writing of the nature and duration of such temporary hiring.

The time limits referred to above may be extended by mutual agreement of the Union and the Employer.

- (b) Temporary employees shall not be used to reduce, displace or eliminate full-time employees or part-time employees.
- (c) It is understood that temporary employees shall not accumulate seniority under this collective agreement. However, should a temporary employee be hired as a full-time or part-time employee within two weeks of the end of his/her temporary assignment, seniority shall start as of the commencement of such assignment.

ARTICLE 20 – JOB SHARING

- (a) Any two employees doing similar work may propose to share a full-time job. Such arrangements will be subject to management approval, taking into account the needs of both the employees involved and the company, but such approval shall not be unreasonably withheld.
- (b) Employees involved in job-sharing arrangements shall, for the duration of the arrangement be classified as regular part-time employees and shall be covered by the part-time addendum to this contract.

- (c) If one of the employees participating in a job-sharing arrangement leaves the employ of the employer or returns to a full-time position, the other participant has the right to fill the former job-shared position on a full-time basis or to find another member of the bargaining unit to continue the job-sharing arrangement. The substitute job-sharing arrangement will also be subject to management approval, but such approval shall not be unreasonable withheld.

ARTICLE 21 – EXPENSES

- (a) The Employer shall pay all approved expenses incurred by an employee in the service of the Employer, if supported by vouchers or receipts when normally obtainable.

Kilometre rate for use of personal vehicles:

Gas Price per litre Kilometre	Rate (upon ratification)
\$0.99.0 and below	43 cents
\$0.99.1 to 1.49	45 cents
\$1.49.1 and up	47 cents
Gas Price per litre Kilometre	Rate Jan 1, 2017
\$0.99.0 and below	44 cents/km
\$0.99.1 to 1.49	46 cents/km
\$1.49.1 and over	48 cents/km

The kilometer scale slides up or down according to the price of gas. The rate will be established by checking the price of regular unleaded gasoline at three mutually agreeable St. Catharines' gas retailers. The price of each shall then be averaged and the average price will determine the km rate for the next three (3) months. The price check will be made on the first day of March, June, September and December by the Publisher of the St. Catharines Standard or her/his designate and the elected representative of the Union.

Employees shall provide a precise accounting of mileage driven, together with an explanation of the reason for the trip(s).

- (b) The Employer shall, on reasonable notice, provide a reasonable cash advance on expenses for out of town assignments.
- (c) The Employer shall consider requests for reasonable compensation for damage to personal property incurred as a result of an employee performing his or her duties.
- (d) The employer agrees to supply tape recorders to newsroom employees as appropriate.
- (e) Authorized overtime in excess of two (2) hours following a regular shift, shall entitle an employee to a meal allowance of \$ 10.00 or at the option of the Employer, a supplied meal.
- (f) **Cell Phone Expense**
Editorial multi-media journalists who regularly use their own smartphone, for eg: an Iphone or an alternative acceptable to the company, with a data plan sufficient to send multimedia content in the conduct of their duties will be given an allowance of \$40 per month. For clarity, multimedia content required includes filing photos, videos and texts as well as filing to social media sites and the company email. Employees are required to provide a receipt for reimbursement but they are not required to provide the Employer with a list of phone calls.

Employees who can demonstrate justifiable incurred costs exceeding \$40 per month as a result of long distance or data charges in the conduct of their duties shall be fully compensated.

- (g) **Parking**
Where the company requires a multi-media journalist to use a vehicle to fulfill the duties and responsibilities of an MMJ position, parking or reimbursement for parking will be provided by the company.

ARTICLE 22 – INDEMNIFICATION

- (a) The Employer will provide legal counsel of its choice for the defence of any employee facing civil lawsuit or criminal charges as a result of work published by the Employer 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.

- (b) If an employee is provided with legal counsel, as noted above, said employee shall not suffer loss of wages, benefits or employee status while civil lawsuits or criminal charges are being defended.
- (c) Where legal action is threatened as a result of an employee performing his/her work, the Employer will make every reasonable effort to notify and consult the employee involved before responding to the threat of action.

ARTICLE 23 – OUTSIDE ACTIVITY

- (a) Employees shall be free to engage in any activities outside of working hours, except where such activities constitute a demonstrable conflict of interest with the employee's normal employment activities, are performed for other publications or media in competition with the Employer, or exploit the employee's connection with the Employer, unless they first receive permission from the Employer.
- (b) Editors, reporters, photographers must not prepare material for political parties or political candidates.

ARTICLE 24 – PERSONAL RECORDS

- (a) On reasonable notice, employees shall have the right to review personnel, performance and any other files related to them, which are kept by the Employer.
- (b) Upon request, employees shall be provided with copies of material they have the right to review under paragraph (a) above.
- (c) Employees shall have the right to respond in writing to the contents of the Employer's files. Such written responses shall be entered into the Employer's files.
- (d) Derogatory material shall be brought to the attention of an employee before being entered into the Employer's files.
- (e) Disciplinary warnings and/or reprimands which predate a disciplinary action by more than 2 years shall not be adduced as evidence against an employee in any subsequent arbitration proceedings.

It is agreed that leaves of absence totaling three (3) months or more shall not be included in the two (2) year period previously mentioned.

ARTICLE 25 – PROFESSIONAL ACTIVITIES

- (a) Except for columns and opinion pieces, the Employer shall not use bylines, credit lines, pictures, caricatures or other forms of personal identification over an employee's protest.
- (b) The right of an employee to express to the Employer concern over matters he/she feels may violate acceptable or ethical newspaper practice is hereby confirmed.
- (c) The Employer shall continue the practice of printing retractions or corrections when inaccuracies in printed material are brought to its attention. No correction or retraction shall be printed until a reasonable effort has been made to consult with the employee concerned.
- (d) An employee whose work or person is mentioned in a reader opinion shall be given a copy of such opinion, prior to publication, whenever possible. While the employee has the right to discuss the contents of such opinion, the final decision as to whether the opinion will be published shall rest with the Employer. Where the employee establishes to the satisfaction of the Employer the falsehood of any material, such material will not be published.
- (e) No employee shall be required by the Employer to give custody of, or disclose any knowledge, information, notes, records, documents, films, photographs or tapes or the sources thereof to any party other than the Employer except as required by law. The Employer agrees that the foregoing shall not be released to any other party without discussing the matter with the employee, providing the employee is available, except as required by law.
- (f) The Employer shall inform the employee of any demand for surrender, disclosure or authentication of any material produced by the employee.
- (g) The Employer shall not submit any material produced by an employee to any competition or contest without the consent of the

employee, except when such material is part of a group project, in which case the employee will be consulted before the material is submitted.

- (h) Substantive changes in material which would alter the meaning of the material shall be brought to the employee's attention prior to publication, whenever reasonably possible. If the employee cannot be reached, after a reasonable effort has been made, the byline or credit line shall be removed. In opinion columns and opinion articles which must include a byline, no substantive changes shall be made without prior consultation with and consent of the employee.
- (i) No employee in the bargaining unit shall be required without consent to provide written performance reports on another employee in the bargaining unit. When a performance evaluation is being done a bargaining unit employee may request that such evaluation be done by an excluded employee.
- (j) On the basis of the rates of compensation established in this contract the Employer is the owner of all copyrights on all material produced by editorial employees in the course of their employment with The St. Catharines Standard and has the full right to reproduce, publish, translate, broadcast, distribute, archive, sell or license this material in any manner, form or medium that the Employer chooses, including electronic form and Internet. It is agreed that any employee producing content or material waives any and all rights, including moral rights, with regard to that content or material.

ARTICLE 26 – PROFESSIONAL DEVELOPMENT

- (a) Subject to approval by the Employer in advance, the Employer shall pay the registration fees for educational courses and related books which the Employer agrees will benefit an employee in his or her work. Half the payment shall be made at the beginning of the course, and half upon successful completion.
- (b) The Employer shall pay the registration fees for job-related professional seminars or conferences and reasonable travel expenses up to a maximum of \$200 annually for attendance at such events upon presentation of receipt(s). Approval must be obtained in advance and will not be unreasonably withheld.

- (c) Employees who attend job-related professional seminars or conferences on a normal working day shall be paid for that day. Approval by the Employer must be obtained in advance.
- (d) The Employer shall pay the full cost, including expenses, for any employee required by the Employer to attend a job-related seminar or conference.

ARTICLE 27 – GENERAL WAGE PROVISIONS

- (a) An employee shall be classified as to job title and experience rating at the time of employment, transfer or promotion. The following minimum weekly pay scales shall apply to employees hired on and after May 22, 1998, and shall be effective for the lifetime of this agreement (reflecting wage increases of 0, 1, 1.5 and 1.5%):

Effective January 1, 2014

Group 1 Lifestyles/Entertainment Editor, Editorial Page Editor

	1-Jan-14	1-Jan-15	1-Jan-16	1-Jan-17
Start	1049.71	1060.21	1076.11	1092.25
Year 1	1112.21	1123.33	1140.18	1157.28
Year 2	1179.68	1191.48	1209.35	1227.49

Group 2 Copy Editor

	1-Jan-14	1-Jan-15	1-Jan-16	1-Jan-17
Start	879.76	888.56	901.89	915.41
Year 1	931.00	940.31	954.42	968.73
Year 2	982.22	992.04	1006.92	1022.03
Year 3	1033.46	1043.80	1059.45	1075.34
Year 4	1084.71	1095.56	1111.99	1128.67
Year 5	1142.19	1153.61	1170.92	1188.48

Group 3 Multi Media Journalist

	1-Jan-14	1-Jan-15	1-Jan-16	1-Jan-17
Start	624.83	631.08	640.54	650.15
Year 1	722.30	729.52	740.47	751.57

Year 2	819.78	827.98	840.40	853.00
Year 3	917.24	926.41	940.31	954.41
Year 4	1014.71	1024.86	1040.23	1055.83
Year 5	1117.19	1128.36	1145.29	1162.47

Group 4 Editorial Paginator

1-Jan-14	1-Jan-15	1-Jan-16	1-Jan-17
16.26 hr	16.42 hr	16.67 hr	16.92 hr

- (b) (i) When the Employer permanently transfers, or temporarily assigns, an employee to a higher classification for three (3) shifts or more, he/she will receive the first rate in the classification to which he/she is transferred or temporarily assigned that is above his/her regular rate, retroactive to the commencement of the assignment.
- (ii) When an employee is temporarily assigned to a lower classification, he/se shall maintain his/her current rate.
- (iii) When the Employer temporarily assigns an employee to a position outside the bargaining unit for one (1) shift or more he/she shall receive a premium of \$12 per shift retroactive to the commencement of the assignment.
- (iv) When the Employer assigns an employee to the position of columnist he/she shall receive a premium of \$23 per week, while he/she is so assigned. It is understood that in these circumstances Articles 5,6,7 do not apply to such an employee. It is further understood that a reporter may refuse to write a column on a one time or regular basis.
- (c) Day shift hours will be defined as 7 a.m. to 6 p.m. When scheduled hours are worked outside these hours, shift differentials shall be paid as follows:

Up to four (4) hours	\$1.00 per hour
More than four (4) hours	\$12

The above shift differentials are not applicable to overtime hours. Shift differentials will be pro-rated for employees whose shifts are less than seven and one half (7-1/2) hours.

- (d) Experience definition: In the application of the above schedule of rates, experience shall include employment in comparable daily newspaper work. It is understood that experience greater than that required for the position open need not be recognized except to the maximum of the classification to which the position applies. Any grievance or disagreement regarding the experience rating must be raised with the Employer within sixty (60) calendar days of hiring.
- (e) An employee advancing through the schedule of minimum rates shall receive the increase, provided therein, on each anniversary of the employee's employment in the classification.
- (f) It is agreed the Employer may continue its policy of granting discretionary increases.

ARTICLE 28 – DURATION AND RENEWAL

This agreement shall continue in effect until December 31, 2017. Either party may initiate negotiations for a new agreement within ninety (90) days of the termination of this agreement. During negotiations, all terms and conditions of this agreement shall remain in effect until the conciliation procedures required by law have been completed.

In witness hereof the parties hereby affix their signatures the 31st day of July, 2014

For the Union

For the Employer

PART-TIME ADDENDUM

This addendum is attached to and forms a part of the Agreement between The St. Catharines Standard, a division of Sun Media Corporation and **Unifor**, Southern Ontario Newsmedia Guild, Local 87-M, and covers the part-time employees as defined below.

1. A part-time employee shall be defined as:
 - i) an employee who is regularly scheduled to work twenty-eight (28) hours or less per week;
 - ii) an employee whose hours of work may fluctuate from day to day or week to week and average twenty-eight (28) hours or less per week;
 - iii) interns.

It is understood that there is no guarantee of daily or weekly hours for any part-time employee.

2. Part-time employees shall not be used to eliminate full-time employees.
3. Part-time employees shall be covered by all provisions of this agreement except where specifically provided otherwise in the agreement or in this Addendum.
4. The probationary period shall be three months.
5. A part-time employee may work as a full-time employee temporarily to cover a vacation or absence under this agreement without affecting his or her part-time status. Part-time employees will be considered for work within the city of St. Catharines before a freelancer providing they have the skill and ability to complete the assignment.
6.
 - (i) Starting hourly rates for part-time employees shall be determined in accordance with the provisions of Article 27 (d) of this agreement.
 - (ii) Interns on placements of one month or more shall be paid no less than the start rate for the appropriate classification. In all

other cases, payments if any, for interns shall be determined on an individual basis.

7. A part-time employee shall advance on the salary grid according to actual hours worked.
8. Part-time employees who work more than their scheduled hours shall be paid at the straight time rate for hours worked, and at the overtime rate when the daily hours worked exceed seven and one half (7-1/2) hours or when the total hours worked in the week exceed thirty-seven and a half (37- 1/2) hours.
9. A part-time employee who becomes a full-time employee will have a seniority date established on the basis of full time equivalence, with service credit given for the number of hours worked prior to becoming a full-time employee.
10. Vacation pay shall be paid on the following

basis:	1 year	4%
2 years		6%
9 years		8%

Vacation pay shall be paid each pay period or vacation pay period at the option of the employee.

11. The following days shall be recognized as paid holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day. Statutory holiday pay shall be calculated in accordance with the criteria as defined in the Employment Standards Act of Ontario.
12. For purposes of calculating severance pay for part-time employees, service will be calculated on the basis of full-time equivalence.
13. Part-time employees who have one year or more of continuous service and who have worked an average of twenty two and one-half (22 ½) hours per week or more in the preceding twelve (12) months shall be entitled to the following benefit coverages, in accordance with the respective plan texts:

Medical plan premium 50% Employer paid; 50% employee paid
Dental plan premium 50% Employer paid; 50% employee paid
Pension plan membership is optional

Notwithstanding Article 8(i), the benefit plans and coverage listed above in this point 13 shall be made available to an employee until the employee attains the age of sixty-five (65). It is understood that the preceding sentence shall not override provincial legislation that may be enacted during the term of this agreement.

14. Part-time employees shall be entitled to a paid break of fifteen (15) minutes for every four hours worked.
15. Part-time employees shall be scheduled for shifts of at least four (4) hours.
16. (i) In the event of a layoff, the seniority for a part-time employee shall be converted to full time equivalent seniority by adding together all the straight time hours worked by the part-time employee and dividing by seven and one-half (7.5) to determine the number of normal working shifts, which will determine the regular full-time equivalence of such part-time hours, assuming five (5) normal working shifts per week. Having calculated the full-time equivalence, the employee shall be awarded accordingly, a new seniority date. (e.g., a part-time employee who worked one (1) full shift each week for five (5) years would be awarded the equivalent of one (1) year of regular full-time seniority and his or her seniority date would be amended to reflect this full-time equivalence.

(ii) During a layoff, seniority will be frozen. If the employee is recalled to regular employment, seniority will be restored to the frozen level.
16. The following sections of the agreement are excluded for part-time employees: 5,7,9,10,11,12, 15 (a) (e)(i) (f), 16 (f), 19, and 20.

LETTER OF AGREEMENT #1

Re: Joint Committee

The Employer and the Union shall establish a joint committee to meet when necessary during daytime working hours to discuss editorial matters of common concern.

LETTER OF AGREEMENT #2

Re: Employee Discounts

The Employer shall continue its policy of offering employee discounts. The discounted daily delivery of the newspaper will be replaced by discounted e- edition.

LETTER OF AGREEMENT #3

This letter applies to employees who are on the payroll of the Employer as of May 21, 1998.

Personal Days:

Notwithstanding Article 10(b) of the collective agreement, such full time employees shall be entitled to four (4) personal holidays with pay each calendar year. These days may be taken at any time during the year, upon mutual agreement between the employee and his/her supervisor at least two (2) weeks in advance. One half of any balance of such holidays not used shall be paid in cash to the employee as soon as possible each January.

LETTER OF AGREEMENT #4

Re: Marlene Bergsma

It is agreed that Ms. Marlene Bergsma shall retain (except as otherwise negotiated) all her current medical, dental, life insurance, short-term disability and long-term disability coverages, personal days and vacation entitlement.

LETTER OF AGREEMENT #5

Re: Negotiating Days

The current practice of remunerating bargaining committee members for negotiating days shall continue, **up to a maximum of two members**. Employees shall not suffer a loss of wages for negotiations during regular working hours and the union shall reimburse the employer within 30 days of being invoiced.

It is the general expectation that preparation for bargaining will be done outside of regular business hours. However, the employer will consider providing preparation time off during regular business hours when it cannot be avoided. This consideration shall be subject to operational requirements and reimbursement by the union as outlined above.

LETTER OF AGREEMENT #6

Re: Training

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

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

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

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

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

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

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

LETTER OF AGREEMENT #7

Re: Family Emergency Leave

This letter will confirm the understanding reached by the parties during collective bargaining concerning the protocol that the Company will follow when considering an employee's request for a leave of absence due to a family emergency.

Application & Conditions

1. The entitlement to a family emergency leave is restricted to requests regarding the family members listed in this contract under Bereavement Leave.
2. A family emergency leave must be a minimum of four (4) weeks and shall be no more than eight (8) weeks. An employee may make a special request for an extension of up to four (4) weeks.
3. An employee's request for an emergency leave will be granted at the Company's discretion and subject to the Company's operational needs. Limits may be placed, at the Company's discretion, on the number of employees in any one department able to take a family emergency leave during any period of time. Permission will not be unreasonably withheld.
4. The Company may require employees taking a family emergency leave to provide medical, or other reasonable, evidence of the need for such a leave.
5. An employee who has been advanced pay under this letter and who has not completed the repayment of that money before ceasing employment (for whatever reason) will still be required to repay the full amount owing to the Company. The employee will sign a

direction and authorization to such effect upon the commencement, and as a condition, of such leave.

Protocol for Requesting and Granting Leave

6. Upon application in writing from the employee to the Department Head, a leave of absence to attend to a family emergency may be granted at the discretion of the Company for good and sufficient cause. The Department Head will respond to the employee's request within two (2) business days.
7. If a leave of absence is granted, prior to receiving any payment under paragraphs 8 or 9 below:
 - (a) An employee must exhaust all available paid time off in the following order:
 - i. Unused vacation carried over from the prior year;
 - ii. Overtime compensation that the employee requested as time off.
 - (b) An employee may use vacation for the current year.
8. An employee who has exhausted all available paid time off as described under paragraph 7(a), and who requires additional time off, will apply for the compassionate care benefits available under Employment Insurance (EI). Where an employee is approved for EI compassionate care benefits:
 - i. The Company shall advance payment equal to sixty percent (60%) of base pay during the two (2) week EI waiting period;
 - ii. The Company will subsequently advance payment equal to the difference between the payments received from EI and sixty **percent** (60%) of the employee's base straight-time pay for a maximum of six (6) weeks, subject to continued government legislation and approval; and,
 - iii. Upon the employee's return to work, the employee's total compensation, including incentive pay, premium pay, commission, and merit pay, will be reduced by forty percent (40%) until the amounts advanced under (i) and (ii) have been fully repaid.

9. An employee who has exhausted all other available paid time off, as described in paragraph 7(a) and EI benefits under paragraph 8, (or who has not qualified to receive EI benefits), and who requires additional time off, may make special application to the Executive Director of Labour Relations for a partial salary advance on compassionate grounds. If approved, the employee will be advanced payment equal to sixty percent (60%) of the employee's base straight-time pay. Upon the employee's return to work, the employee's total compensation, including incentive pay, premium pay, commission, and merit pay, will be reduced by forty percent (40%) until the partial salary advance has been fully repaid.
10. Nothing described in the above, precludes the Company from granting additional time off, with or without pay, for compassionate reasons.

LETTER OF AGREEMENT #8

RE: Paid Education Leave

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

Payments will be sent by the Employer to the following address:

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

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