

COLLECTIVE AGREEMENT

BETWEEN

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

AND

**THE CHATHAM DAILY NEWS
A DIVISION OF OSPREY MEDIA LP**

May 10, 2006 to April 30, 2009

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ARTICLE 1 - COVERAGE AND MANAGEMENT RIGHTS

- (a) This Agreement covers all employees of The Chatham Daily News, a division of Osprey Media LP, save and except the Publisher and General Manager, Director of Sales and Marketing, Advertising Sales Manager, Reader Sales & Service Manager, Assistant Reader Sales & Service Manager, Managing Editor, Assistant Managing Editor, Classified Sales Manager, students employed in a cooperative training program, employees in bargaining units for which any trade union held bargaining rights as of March 24, 1994 and any other position in which the employee exercises managerial or confidential functions within the meaning of the Ontario Labour Relations Act. It is understood that if the Company reinstates any excluded positions that were listed in the previous collective agreement that expired on April 30, 2000, they shall be recognized as excluded positions.
- (b) In the event of a dispute as to whether a person exercises managerial functions or is employed in a confidential capacity within the meaning of the Ontario Labour Relations Act, the matter shall be referred to the Ontario Labour Relations Board for determination. The parties agree to abide by the decision of the Ontario Labour Relations Board and to include or exclude the position accordingly.
- (c) The right to hire, assign duties, retire, promote, classify, reclassify, layoff, recall, demote, transfer, discharge, suspend, or otherwise discipline for just cause employees who have completed their probationary period, to maintain order, discipline, efficiency, to determine complement and the number of employees required from time to time, to schedule working hours, to extend curtail or cease operations, and to establish and enforce rules and regulations

governing the conduct of employees, is the exclusive function 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.

ARTICLE 2 – UNION MEMBERSHIP

- (a) It is a condition of employment of any employee as of the date of signing of this agreement who is a member of the Union, that he or she remain a member in good standing. All future employees shall, as a condition of employment, become and remain members in good standing of the Union within twenty (20) days of commencing employment. The Union agrees that it will accept into and retain in membership any employee subject to the Constitution and bylaws of the Union and further agrees that an employee shall not be discharged in the application of this provision except for non-payment of dues.
- (b) Monthly dues will be deducted from each pay in accordance with the dues schedule supplied by the Union. Such dues will be remitted to the Union by the fifteenth day of the month following their collection. The Employer agrees to include on each member's T4 slip, the amount of dues paid yearly for income tax purposes.

ARTICLE 3 - INFORMATION

- (a) The Employer upon signing of this Agreement and annually thereafter, shall supply the Union with a list containing the following information for all employees covered by this Agreement:

- (i) Name and address
 - (ii) Date of hiring
 - (iii) Date of birth
 - (iv) Classification
 - (v) Salary
 - (vi) Experience rating and experience anniversary date.
- (b) The Employer shall notify the Union in writing with reasonable frequency with respect to resignation, termination, deaths, leaves of absence and other revisions in the data listed in Article 3 (a) with effective dates. Within one month after the hiring of a new employee, the Employer shall furnish the Union, in writing, with the data specified in Article 3 (a) for each new employee.
- (c) The Employer and Union agree that no employee will be discriminated against contrary to the Ontario Human Rights Code, nor will any employee be discriminated against for union activity or lack of union activity. The representatives of the Union and the Employer will continue to resolve workplace issues in a professional manner and with mutual respect. The Union and the Employer recognize the right of all employees to work in an environment free from sexual, or any other type of harassment.
- (d) A committee equally representative of the Employer and the Union known as the Labour Management Committee shall be established under this agreement. The parties shall choose their own members and meet at stated intervals to be determined by the committee for the purpose of developing teamwork in the newspaper and discussing other matters which the committee considers important to the general welfare of the newspaper and its employees. This committee shall not handle grievances or engage in the settlement of

disputes arising under the terms of this agreement, and will meet during working hours.

- (e) Use in this agreement of the feminine or masculine gender shall be construed as including both male and female employees, and not as specific gender designations.

ARTICLE 4 - GRIEVANCE PROCEDURE

- (a) For the purpose of this Agreement, "grievance" means a complaint arising from the interpretation, application, administration or alleged violation of the Agreement.
- (b) The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- (c) No grievance shall be considered where the circumstances giving rise to it occurred or originated more than twelve (12) working days before the filing of the grievance.
- (d) The aggrieved employee, with the assistance of a Union representative, shall present their grievance to his/her immediate supervisor who shall have five (5) working days to adjust any complaint which has arisen. If, within that time no agreement is reached, the matter may be submitted to the Grievance Committee in accordance with the provisions of this section.
- (e) Any grievance must be presented to the Grievance Committee in writing, setting forth the grounds for the complaint and the provision or provisions of the Collective Agreement which are alleged to have been violated, together with the remedy sought.

- (f) A Grievance Committee consisting of two Representatives of Management and two Representatives of the Union shall be designated. To this Committee shall be referred by either party to this Agreement, all questions which may arise as to the interpretation, application or alleged violation of any clause of this Agreement. Such Grievance Committee shall meet within five (5) working days after any questions or differences have been referred to it, and shall render a decision within ten (10) working days and such decision shall be binding upon both parties.
- (g) If the Grievance Committee cannot reach an agreement on the question or difference referred to it, at the request of either party hereto, within twenty (20) working days the matter may be referred to arbitration. The party making the request shall do so in writing, suggesting their nominee to an arbitration board or nominee as a single arbitrator. In general it is intended that grievances 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. Within five (5) working days thereafter the other party shall notify the party requesting arbitration as to its acceptance or rejection of the proposed arbitrator, or, in the case of an arbitration board, its nominee to the board.
- If the parties are unable to agree on a single arbitrator, or the nominees are unable to agree on a chairperson, within thirty (30) days, then the Minister of Labour for Ontario will be requested to make the appointment.
- (h) Grievances will be processed as quickly as possible but at a time and in a manner which will not unduly

disrupt the operations of the publisher.

- (i) If no written request for arbitration is received within twenty (20) working days after the decision of the Grievance Committee is given, the grievance shall be deemed to have been settled.
- (j) Time limits set out in this section may be extended by mutual agreement.
- (k) The single arbitrator or arbitration board shall not have the authority to amend or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms or provisions of this Agreement.
- (l) The Union shall have the right to file a grievance based on a difference directly with the employer arising out of the Agreement concerning the interpretation, application, administration or alleged contravention of the Agreement.

Such grievance shall be submitted in writing by the Union to the Publisher within fifteen (15) working days following the occurrence or origination of the circumstances giving rise to the grievance commencing at Step 2 of the Grievance Procedure set out above.

- (m) The decision of the arbitrator or the majority of an arbitration board will be final and binding upon the Employer, the Union and the employees.
- (n) Each of the parties to this Agreement shall pay the cost of the arbitrator appointed by it, and the parties shall each pay one-half the cost of the Chairperson.

ARTICLE 5 - SECURITY

- (a) No employee who has completed their probationary period shall be discharged or disciplined except for just cause.
- (b) An employee shall have the right, if the employee elects, to have a steward present at any disciplinary meeting with the employer. The absence of a Union representative if reasonable attempts have been made to ensure attendance of a Union representative does not nullify discipline or any action at the meeting.

An employee who has completed their probationary period shall receive reasons for discharge or discipline in writing within three (3) working days of the action, with a copy to the Union.

An employee may reply to any disciplinary letter and such reply may be placed in his file.

Copies of formal discipline shall be removed from the employees personnel file after thirty-six (36) months from date of issue, provided that there has been no discipline issued during the thirty-six (36) month period.

An employee shall have the right to review the contents of their personnel file, at a time to be mutually agreed between the employee and the employer. Upon request, an employee shall be given copies of material in the file.

- (c) A claim by an employee who has completed his/her probationary period with the Employer, that the employee has been unjustly discharged, shall be

treated as a grievance if a written statement of such grievance is lodged by the employee within 10 working days after the employee ceases to work and such grievance will be dealt with initially by the Grievance Committee.

- (d) The Employer shall have the right to determine the size and disposition of the staff.
- (e) If the Employer decides that it is necessary to reduce staff then employees will be laid off within each classification on the basis of the reverse order of their total length of service since last hired provided those remaining in the classification have the qualifications (which may include skill, ability, knowledge, training and experience) to perform the work required. Classification means a job classification listed within a wage group in the Wage Schedule.

The Employer shall accept voluntary resignations to be effective on the date the layoff is to take effect, from employees in the affected classification, provided those remaining in the classification have the qualifications (which may include skill, ability, knowledge, training and experience) to perform the work required. The number of employees to be laid off will be reduced accordingly. Such volunteers will receive severance pay in accordance with section 5 (g) but will otherwise be treated as people who have quit for the purposes of this Agreement. The Employer will not be under any obligation to accept more voluntary resignations in a classification than required to prevent the layoff in that classification.

An employee in a classification being reduced in number may elect to go into another classification in the same Wage Group or a lower rated classification provided they have the qualifications, skill, ability, knowledge and experience to perform the work required. This shall apply when the employee's total service with the Employer exceeds that of another employee in the equal or lower classification, who will become the employee to be laid off.

- (f) Upon termination of employment, exclusive of retirement, quit, death or just cause, an employee shall be given notice required by the Employment Standards Act with a minimum of three weeks' notice or pay in lieu thereof at the Employer's option. In either circumstance, the Employer shall give to the Union written notice on the day the employee is notified.
- (g) Severance pay at the rate of one week's wages for each completed eight (8) months of continuous service or major fraction thereof shall be paid to employees who are permanently laid off, up to a maximum of thirty-two (32) weeks. If a laid off individual is recalled to work before a number of weeks of severance pay paid for, the unearned severance pay shall be refunded to the Employer. Reasonable terms shall be arranged if required by the employee.

An individual who is recalled to work after having received some or all of the severance pay he or she was entitled to shall, if the employee becomes entitled to severance pay again, have deducted from his or her continuous service the amount of continuous service used to determine the amount

of severance pay previously paid to the employee. This adjustment in continuous service shall be made

only for the purpose of calculating future entitlement to severance pay.

There shall be no duplication or pyramiding of severance under the provisions of the Employment Standards Act. If severance pay is required to be paid under the Employment Standards Act, the amount of severance pay paid or payable under this Agreement shall be reduced by the amount of such statutory severance pay.

- (h) Employees will be recalled to work in the reverse order from the classification from which they have been laid off provided they have the skill, ability and experience for the work required and provided, however, that such recall takes place within one (1) year from the date of layoff.

Employees on layoff shall be eligible for recall to other positions in the Wage Group from which they have been laid off or a position in a lower Wage Group, provided they have the requisite seniority, they have the qualifications, skill, ability, knowledge and experience to perform the work required. For this purpose, Editors and Reporters shall be considered to be in the same wage group. Such recall must take place within one (1) year from the date of the layoff.

Upon being so recalled, an employee shall within five (5) working days notify the Employer in writing of the employee's intention to return to work and within an additional five (5) working days report for work. The Employer agrees to advise the employee of such recall in writing with a copy of the notice to the Union. It will be the responsibility of the employee to provide the Employer with an up-to-date home address and telephone number.

- (i) Any employee who refuses a position in the classification from which laid off automatically terminates any claim to further employment by the Employer except that a full-time employee may refuse work of a temporary nature, (three (3) months or less), or part-time work, without affecting their recall rights.
- (j) New full-time employees will be considered probationary employees for the first 65 worked shifts of their employment.

There shall be a new probationary period of up to two (2) months for a new employee found unsuitable during his/her probationary period if the Employer transfers the employee to another job classification. The Employer shall notify the Union at the time this new probationary period is to commence.

Probationary employees shall be covered by this Agreement but may be disciplined or dismissed for any reason prior to the successful completion of their probationary period, whether extended or not, provided the Employer does not act in bad faith or in contravention of this Agreement. It is agreed the standard for dismissing probationary employees as reflected in this Article is a lesser standard within the meaning of the Labour Relations Act. The above probationary periods may be extended, in writing, by mutual agreement.

- (k) Employees shall be free to refuse a promotion to an excluded position.
- (l) If an employee is laid off as a direct result of the introduction of major innovative change in equipment or technology used by the Employer in its operations, and such layoff will occur within six (6) months of the change, the Employer shall give the employee at

least two (2) months notice of layoff. During this period, the Employer and the Union shall meet and discuss ways and means of reducing the impact of such change. In the case of a competitive emergency, the Employer shall give the employee two (2) weeks notice of layoff.

- (m) Seniority for regular full-time employees means the total length of consecutive and uninterrupted full-time service since date of last hiring subject to clause (o) below. The employer shall post a seniority list annually and provide a copy to the Union.

Seniority for part-time employees means the total length of consecutive and uninterrupted service since the last date of hire, subject to clause (n) below.

- (n) Except as provided for in Article 9 (c) (maternity leave), seniority will be frozen during a layoff or leave of absence without pay in excess of thirty (30) days. If the employee returns to regular employment, seniority will be restored to the frozen level.

- (o) An employee shall lose seniority and employment in the event that:

- (i) the employee voluntarily quits;
- (ii) the employee is discharged for just cause and is not reinstated by an arbitrator;
- (iii) The employee fails to report for work within ten (10) working days after notification by the Employer of recall to work following layoff. If an employee fails to return to work for reasons of sickness or accident, the employee must provide a medical certificate from a qualified physician prior to

reinstatement;

- (iv) the employee has been laid off for a period exceeding twelve (12) consecutive months;
- (v) the employee has been absent without an explanation satisfactory to the Employer for three (3) working days;
- (vi) the employee fails to report to work after an authorized leave of absence without providing an explanation satisfactory to the Employer;
- (vii) the employee retires.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

- (a) The work week for full-time employees shall be five (5) days and 37 1/2 hours. On mutual agreement, the Employer may schedule employees to work regularly six (6) shifts one week and four (4) shifts the next week. In such case, the sixth shift shall not be paid at overtime rates.
- (b) Overtime shall be defined as work authorized and required beyond 7.5 hours in a day in all departments except editorial where overtime will be defined as work authorized and required beyond 37 1/2 hours in a week.
- (c) When a full-time employee is required to work overtime, he/she shall have the option of taking cash or compensating time off equivalent to time and one-half of the time worked, at a time mutually satisfactory to the Employer and the employee. A maximum of 37.5

hours of overtime may be banked at any one time by any person, after which overtime will be paid in cash.

- (d) Employees will not be required to begin one scheduled shift sooner than sixteen (16) hours following the commencement of the previous scheduled shift, unless the employee consents.
- (e) Where an employee regularly works the same scheduled hours from week to week, where practical the employee's normal starting time shall not be changed by more than one hour unless the employee has been given one week's notice of such change. Changes may be made by the Employer to cover emergency situations. The Employer will provide one week's notice of regularly scheduled Special Editions.
- (f) A regular full-time employee required to work anytime between 8 p.m. and 7 a.m. will receive \$1.30 per hour more than the hourly rate for the hours worked between the hours of 8 p.m. and 7 a.m. Effective on May 1, 2008, this night shift premium will increase to \$1.35 per hour.
- (g) The Employer will provide the Union with six weeks' notice before moving to weekday morning publication. After such notice is given the Employer shall, on request, meet with the Union to discuss the impact of the change. The notice period may be reduced to three weeks in the case of competitive intrusion.
- (h) An employee working 7 1/2 hours or more in a day will receive two 15-minute paid breaks and an unpaid lunch period of 30-60 minutes. An employee scheduled for a shift of less than 7 1/2 hours but more than 3 1/2 hours will receive a 15-minute paid break for each 3 1/2 hours scheduled and an unpaid

lunch period of one-half hour if scheduled to work five or more hours. Breaks will be staggered to ensure the uninterrupted production of the newspaper.

- (i) Overtime shall be worked when required. However, except in the editorial department, assignment of overtime will be on a voluntary basis and will be offered by seniority to qualified employees on shift, except when the Employer is unable by this procedure to fill the overtime assignment with qualified employees. In such circumstances, qualified employees with the least seniority on shift will be assigned the overtime.
- (j) Advertising Sales Representatives are not entitled to overtime as per this Article.
- (k) Any editorial night assignments that are known to the Employer on the Friday of the week prior to when they take place shall be posted no later than 4:00 p.m. as a tentative schedule. The Employer will continue to make its best efforts to notify editorial employees of shift changes as far in advance as possible.

ARTICLE 7 - HOLIDAYS

- (a) The Employer agrees to observe the following holidays without loss of regular salary to the employees, provided they occur or are officially observed on a regular scheduled working day of the employee; New Year's Day, Good Friday, Victoria Day, Civic Holiday, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day (or days officially celebrated as such), plus any other statutory holiday proclaimed by the government of Ontario.

- (b) Where a holiday named in (a) falls on an employee's regular day off, another day off with pay will be taken at a time to be mutually agreed between the employee and the Employer.
- (c) In order to qualify for holiday pay, employees must work their regular working day immediately preceding and immediately following the holiday unless they have satisfied Management as to the reason for their absence.
- (d) An employee required to work on the day of observance of a holiday shall be paid at time and one-half for all time worked, in addition to their regular pay. The employee may choose to take all or part of this premium in equivalent time owing. Also, the employee shall have the option of taking another day off with pay in lieu of receiving his or her regular pay for that holiday.

ARTICLE 8 - VACATIONS

- (a) Full time employees who have completed one year of employment will be entitled to the following amounts of paid vacation each anniversary year:

After one year	--	Two weeks
After 4 years	--	Three weeks
After 9 years	--	Four weeks
After 19 years	--	Five weeks
- (b) In the first year of their employment, full-time employees shall receive one day of paid vacation for each month of service worked to a maximum of 10 days. A month for the purpose of determining vacation entitlement as outlined in this subsection, shall consist of a minimum of fifteen (15) days

worked.

- (c) An employee who is laid off or whose employment is terminated, shall receive pro rata vacation pay for the period to which the employee is entitled.
- (d) Employees, with the approval of the Employer, may carry up to one week's vacation beyond the end of their vacation year, providing it is used in the first three months of the next vacation year.
- (e) Vacation schedules shall be arranged and posted by April 30 in each year. In the event of a conflict over vacation dates seniority will govern. Employees shall provide the Employer with preferred vacation dates by April 1st in each year, failing which the employees may lose the privilege of selection to which entitled by seniority.

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

The Employer will make every effort to arrange two consecutive weeks of vacation for each employee in the period June 1st through September 30th if requested and subject to production necessities.

Subject to the requirements of the business, the Employer has the right to place reasonable limits on the number of persons on vacation at any one time.

- (f) Vacation pay shall be on the basis of the employee's regular normal straight-time salary.
- (g) If one of the holidays designated under Article 7 (a) is observed during an employee's vacation period, such employee will be granted another day off,

subject to the provision of paragraph 7 (b). Such day off shall be scheduled in conjunction with the vacation period wherever possible.

- (h) For the purpose of clarification, the vacation year is the calendar year.
- (i) If requested, an employee shall receive vacation pay prior to going on vacation.

ARTICLE 9 - LEAVES OF ABSENCE

- (a) Leaves may be granted at the discretion of the Employer, providing such leave does not cause a disruption of the operation. Requests for such leaves

shall be made in writing stating the reasons for the leave and the period for which the leave is sought. All conditions of the leave and return to work must be in writing and agreed between the Employer and employee prior to the commencement of the leave.

- (b) Leaves of absence without pay shall be granted to not more than two (2) employees at any one time, and not more than one (1) per department, upon three (3) weeks' written notice that an employee has been elected as a delegate to conventions or conferences of the Communications, Energy and Paperworkers Union of Canada, Ontario Federation of Labour, Canadian Labour Congress or local Labour Council.

An employee elected or appointed to the Union negotiating committee shall be granted a leave of absence without pay for attending Union - Company

negotiating sessions provided leave is restricted to three (3) employees and that it does not unduly disrupt production of the newspaper.

If an employee is elected or appointed to a position in the CEP, or local of the CEP, such an employee upon the employee's written request, may be given a leave of absence without pay, subject to the operational requirements of the business. This leave may be granted to not more than one (1) employee at a time, and for not longer than one (1) calendar year. The employee may request a renewed one (1) year leave, and that request shall not be unreasonably denied. If granted, an employee shall give not less than one month's notice of his/her intention to return to the bargaining unit.

- (c) Pregnancy and parental leave shall be granted in accordance with the Employment Standards Act.
- (d) In the event of the death of an employee's spouse (including common-law and same-sex partners), parent, step-parent, parents-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchildren or grandparents, an employee may be absent from work for up to three (3) days following such death and shall receive their regular pay for any of those days upon which the employee would otherwise have been scheduled to work, provided the employee attends the funeral of such relation.
Further bereavement leave may be granted at the discretion of the Employer.
- (e) A regular full-time employee called in civil or criminal court as a juror will be granted leave of absence and shall receive the difference between the court rate and the amount of straight time earnings lost by reason of such service. To qualify, an employee must produce proof that his absence was in

response to a summons for jury duty or service as juror and he/she must make himself/herself available for work whenever excluded from such duty for one half day or more.

ARTICLE 10 - MINIMUM SALARIES

- (a) The weekly minimum salaries shall be as set forth in the Wage Schedule, attached hereto.
- (b) Experience Definition. In the application of the foregoing schedules of minimums, experience shall include all employment in comparable work. Comparable work shall be assessed at the time of hire based on details of experience outlined in writing to the employer prior to the offer of hire being made.
- (c) The Employer will notify the Union of any new job classification it establishes in the bargaining unit. If the rate of pay for the new classification is challenged by the Union, the parties shall meet and endeavour to resolve the issue.
- (d) Payment of salaries shall be made every two weeks.
- (e) Any employee temporarily required to perform the duties of a higher classification shall receive the rate of the higher classification that is next higher to the rate the employee normally receives, provided the employee performs all of the basic job functions. This will not apply to training assignments.

ARTICLE 11 - EXPENSES

- (a) Upon submission of expense reports in the prescribed form and properly supported by vouchers,

where obtainable, the Employer shall pay all authorized expenses incurred by the Employee in the service of the Employer.

- (b) Employees shall be compensated for the use of an automobile authorized by the Employer at the rate of thirty-five (35) cents per kilometer, upon ratification of this agreement.

Effective on May 1, 2007, the rate will increase to thirty-six (36) cents per kilometre.

Effective on May 1, 2008, the rate will increase to thirty-eight (38) cents per kilometre.

- (c) Employees who are sent on Employer approved training courses, will have all reasonable expenses covered, upon the production of receipts where applicable.

ARTICLE 12 - HEALTH AND SAFETY

- (a) The Employer agrees to furnish a clean, safe and healthy, properly heated, ventilated and lighted environment for the performance of all work.
- (b) The Employer agrees to provide VDT glare screens in cases where such screens are requested.
- (c) A pregnant employee who normally works on VDTs shall upon request be reassigned to work that does not involve the use of VDTs when such work is available and providing the employee is competent to perform the work. Such reassigned employee will be paid the prevailing rate of pay for the new classification. When such work is not available, or if the employee is not competent to perform the work, the employee may apply for and shall be granted an early leave of absence without pay and benefits.

- (d) The Employer and the Union will maintain a joint health and safety committee with equal membership from both parties, in accordance with the Occupational Health and Safety Act of Ontario. Should the Employer conduct an official investigation following a workplace accident, the Union Representative on the joint Health and Safety committee shall be invited to attend.

ARTICLE 13 - MISCELLANEOUS

- (a) The Employer agrees to provide four bulletin boards on the premises and one in each bureau or off-site location for official Union business. The Union agrees to consider complaints from the Employer about material that the Employer considers derogatory or defamatory.
- (b) An employee shall be free to engage in any activities outside of working hours provided such activities are not in competition with the Employer, do not result in any conflict of interest and do not, without permission, exploit the employee's connection with the Employer.
- (c) Unless otherwise ordered by a court, the Employer shall pay all legal (Employer approved counsel) and court costs, of any action initiated against an employee by virtue of their good faith performance of employment duties when authorized and approved by the Employer. No employee shall lose salary or benefits for absences due to the libel action during the legal proceedings. An employee, upon the 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 their employment together with their source thereof, such

material being the property of the Employer. Except in the case of a court order, the Employer agrees not to release same to any other person without first thoroughly examining with the employee the reason for its release. It is understood that the employee is permitted to keep copies of materials provided to the Employer.

- (d) The Employer shall post notice of any full-time or part-time regular job opening within the bargaining unit for five (5) working days so employees have the opportunity to make application. Advertising for candidates to fill such vacancies may commence no sooner than the first day of posting of the notice.

The Employer will interview qualified applicants from within the bargaining unit.

The successful candidate shall be selected by the Employer for the job opening on the basis of skill, ability, qualifications, education and experience. If two or more employees meet the job requirements and are deemed the best candidates for the job (as determined by the Employer), and are relatively equal on the basis of the above criteria, the employee with the greatest seniority shall be selected for the job. The successful candidate shall be provided a two (2) week familiarization period to demonstrate their ability to competently perform the job. The Employer reserves the right to hire candidates from outside the bargaining unit.

The Employer shall, upon request, provide an explanation to an employee as to why his/her application was not successful and identify areas where improvement could be made.

- (e) Employees promoted to a higher classification shall be given a trial period of up to two (2) months, which

period may be extended by agreement with the Union. During such trial period an employee shall receive at least the minimum next higher rate than the classification from which advanced. During the initial four weeks of such trial period, the employee may elect to return to the classification from which advanced. The Employer may, with mutual agreement, return the employee to the classification from which he or she advanced during the initial four weeks of such trial period.

At the end of the trial period (or the extended period) the employee, if satisfactory, shall be confirmed at the higher category. If an employee elects to return to the lower classification or if not confirmed, the employee shall be returned to the lower classification but the period of service in the higher classification shall be counted for all purposes as service in the classification from which advanced.

- (f) **No Strike - No Lockout.** The Union agrees that during the term of this Agreement, there will be no strike, slow-down or other stoppage of work. The Employer agrees that there will be no lockout of employees during the term of this Agreement.

ARTICLE 14 - BENEFITS

- (a) The Employer agrees to continue to pay its current percentage of the premium cost currently in effect for hospitalization, medical (including drug), dental, life insurance and Long Term Disability coverage under the Employer's current Plans.
- (b) Employee eligibility for participation in the Pension Plan will continue.
- (c) Effective June 1, 2006, the Employer shall provide

a vision care plan for employees covered by this collective agreement providing a benefit of \$150.00 every 24 months per family, upon submission of approved receipts.

ARTICLE 15 - PART-TIME EMPLOYEES

- (a) A part-time employee shall be defined as one who regularly works 24 hours or less in a week. Part-timers may be scheduled for less than 7.5 hours in a day.

A temporary employee is one employed for a special project or a specified time, not to exceed eight (8) months, except in the case of a leave of absence including sickness, in which case the temporary period will be for the period of absence. Temporary employees will not be employed beyond the eight (8) month period to replace employees who have qualified for LTD benefits.

Should a full-time temporary employee become a part-time employee, the seniority date for that employee will be based on date of hire.

- (b) Part-time and temporary employees who have completed their probationary period, are covered by all provisions of this Agreement except for those for which eligibility is regular full-time employment or otherwise specified. Part-time and temporary employees will not be eligible for insured benefits, except as outlined in Article 15 (j).

Article 5(f) notice of layoff; 5(g) severance pay; 7 Holidays; 8(a) paid vacation; 8(c) vacation pay on termination; 8(d) vacation carry over; 8(g) statutory holiday during vacation period; 9(e) jury duty; 14 Benefits will not apply to part-time and temporary employees.

Article 5(l) technological change will apply to part-time employees and not to temporary employees.

Article 6(a) hours of work; 6(b) overtime; 6(c) overtime premium and 6(g) shift differential will apply to temporary employees and not to part-time employees.

- (c) The probationary period for part-time employees shall be 375 hours worked or six months, whichever comes first.
- (d) 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.
- (e) Part-time and temporary employees authorized to work more than 37.5 hours in a week or 7.5 in a day will be compensated for such time at time and one-half. Such time may be taken in cash or equivalent time owing at a time mutually satisfactory to the Employer and the employee. A maximum of 37.5 hours of overtime may be banked at any one time by any person, after which overtime will be paid in cash.
- (f) Part-time and temporary employees who work in a classification for which a weekly salary is set forth in this agreement shall be paid on an hourly basis equivalent to the weekly minimum salary provided for their classification and experience and shall advance on the grid according to actual hours worked.
- (g) Part-time and temporary employees shall receive statutory holiday pay in accordance with the Employment Standards Act of Ontario.
- (h) Part-time and temporary employees shall receive 4%

of their regular wages in lieu of annual vacation which shall be paid each pay day. This amount shall increase to 6% when a part-time employee accumulates enough service to qualify for three weeks' vacation. Subject to production necessities, part-time employees shall also be entitled to take annual vacation without pay.

ARTICLE 16 - EDITORIAL INTEGRITY

- (a) Except for columns and opinion pieces, the Employer shall not use bylines over the employee's protest.
- (b) Whenever substantive 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.
- (c) Articles written or photograph(s) taken by employees on their own time that would be of news interest to the newspaper, shall first be offered to the Employer for use in its publication. Employer acceptance or rejection of articles or photographs shall, in the case of breaking news, be given within twenty-four (24) hours of notification to the Employer. Response to other content shall be given within five days of notification. Where the Employer has rejected an article or photograph, the employee may submit it to a non-competing publication. Compensation for articles and photographs used shall be a minimum of one hour's pay at the overtime rate.
- (d) The Employer will not publish letters to the editor or other material critical of employees without first making a reasonable attempt to contact the employee concerned.

- (e) On the basis of rate of compensation established in this Agreement, the Employer has full right to use and/or reuse in any manner, form, or medium that the employer chooses, all material produced for the Daily News by the employees during their employment with the Employer.

ARTICLE 17 - DURATION AND RENEWAL

- (a) This agreement shall be in effect from May 10, 2006 until April 30, 2009.
- (b) Within ninety (90) days prior to expiry of the Agreement, the Employer or Union may, on written notice to the other party, initiate negotiations for a new Agreement. If, pursuant to such negotiations, an Agreement is not reached prior to the expiration of this Agreement, this Agreement shall continue in full force and effect until execution of a new Agreement or completion of conciliation proceedings as prescribed by law, whichever shall first occur.

DATED AT CHATHAM, ONTARIO the _____ day of _____, 2006.

CEP, LOCAL 87-M

FOR THE EMPLOYER

Howard Law

Jim Blake, Publisher

National Representative

Yvonne Bendo

Bruce Corcoran
Managing Editor

Dave Hewitson

Ryan Tinline
Advertising Manager

Lisa McTaggart

WAGE SHEDULE A

Job Classification

Group A

Editors-Business, Sports, Wire/Entertainment, City/Life

Group B

Reporters, Photographers, Advertising Sales

Group C

Circulation Customer Representative

Group D

Customer Service Representative

Group E

Clerk 1

Group F

Editorial Assistant

<u>Group A</u>	<u>Previous</u>	<u>On Ratif.</u>	<u>May 1,2007</u>	<u>May 1,2008</u>
Start	\$602.92	\$614.98	\$627.28	\$639.82
Year 1	\$673.85	\$687.33	\$701.07	\$715.10
Year 2	\$744.78	\$759.68	\$774.87	\$790.37
Year 3	\$815.71	\$832.02	\$848.66	\$865.64
Year 4	\$886.65	\$904.38	\$922.47	\$940.92

Group B

Start	\$494.87	\$504.77	\$514.86	\$525.16
Year 1	\$560.85	\$572.07	\$583.51	\$595.18
Year 2	\$626.84	\$639.38	\$652.16	\$665.21
Year 3	\$692.82	\$706.68	\$720.81	\$735.23
Year 4	\$758.80	\$773.98	\$789.46	\$805.24
Year 5	\$824.78	\$841.28	\$858.10	\$875.26

Group C **Previous** **On Ratif.** **May 1,2007** **May 1,2008**

Start	\$565.15	\$576.45	\$587.98	\$599.74
Year 1	\$600.58	\$612.59	\$624.84	\$637.34
Year 2	\$635.91	\$648.63	\$661.60	\$674.83
Year 3	\$706.55	\$720.68	\$735.09	\$749.80
Year 4	\$742.30	\$757.15	\$772.29	\$787.73

Group D

Start	\$496.43	\$506.36	\$516.49	\$526.82
Year 1	\$556.21	\$567.33	\$578.68	\$590.25
Year 2	\$616.02	\$628.34	\$640.91	\$653.73
Year 3	\$685.81	\$699.53	\$713.52	\$727.79

Group E

Start	\$418.58	\$426.95	\$435.49	\$444.20
Year 1	\$478.38	\$487.95	\$497.71	\$507.66
Year 2	\$538.17	\$548.93	\$559.91	\$571.11
Year 3	\$597.97	\$609.93	\$622.13	\$634.57

Group F

Start	\$375.29	\$382.80	\$390.45	\$398.26
Year 1	\$428.89	\$437.47	\$446.22	\$455.14
Year 2	\$482.49	\$492.14	\$501.98	\$512.02
Year 3	\$536.11	\$546.83	\$557.77	\$568.92

**** For employees actively employed on date of ratification, a lump sum payment of \$ 175.00 will be paid (less statutory deductions).**

LETTERS OF AGREEMENT
(FORMING PART OF THE MAIN
AGREEMENT)

RE: HOURS OF WORK

1. Notwithstanding the specific provisions of Article 6 - Hours of Work, it is agreed that one Advertising Sales Representative and one Classified Advertising Salesperson will be required to work a 4½ hour shift on Saturday. Employees in each of these classifications will rotate through this shift. An employee working this shift will be entitled to take time off equal to the time worked at a time mutually agreed to between the Employer and the employee. Should no agreement be reached, the employee shall be paid for the time worked at their regular straight time rate.

RE: EDITORIAL COMMITTEE

Within sixty (60) days following the signing of the collective agreement, the parties agree to establish a joint committee made up of equal numbers (two from each side) to discuss editorial matters of mutual concern. The committee shall meet during daytime working hours.

RE: CAMERA ALLOWANCE

The parties to this agreement agree as follows:

1. Employees authorized to use their own camera equipment shall receive a monthly allowance of \$25

except for Photographer, who shall receive \$35 per month.

RE: SHORT TERM DISABILITY PLAN

You are eligible for coverage under the short-term disability plan following thirty-one days of employment with the Company.

The cost of this benefit is paid by the Company.

Coverage

When a serious illness or accident results in a continuous period of absence, your base salary will be continued on the following basis:

<u>Years of Service With the Company</u>	<u>Duration of Full Pay</u>	<u>Pay 2/3 Pay</u>
Under 1	1 week	3 weeks
1 weeks	2 weeks	24
2 weeks	3 weeks	23
3 weeks	4 weeks	22
4 weeks	5 weeks	21
5 weeks	10 weeks	16
6 weeks	12 weeks	14
7 weeks	14 weeks	12
8 weeks	16 weeks	10

9	18 weeks	8 weeks
10	20 weeks	6 weeks
11	22 weeks	4 weeks
12	24 weeks	2 weeks
13 or more	26 weeks	

You must be under the care of a licensed physician and you must provide medical evidence satisfactory to the Company to qualify for short-term disability benefits. A certificate or letter from the attending physician, providing diagnosis, an assessment of your ability to perform your regular duties and the prognosis must be provided within one week of the commencement of the absence.

RECURRENCE OF THE SAME DISABILITY

If you return to work following recovery from a disability and you become disabled again due to the same or related cause, you will be entitled to a further 26 weeks of short-term disability benefits provided you have been back at work for at least three months.

SUBSEQUENT UNRELATED DISABILITIES

If you return to work following recovery from one disability and you become disabled due to causes unrelated to the first disability, you will be entitled to a further 26 weeks of short-term disability benefits provided you have been back at work for at least one month following recovery from the initial disability.

If you have been back at work for less than one month, short-term disability benefits will be limited to the unused short-term sick leave days remaining from the first period of disability.

RE: COMMISSION SALES

The parties agree as follows:

1. All current and future employees in the classification of Advertising Sales in Group B of Schedule A on the date of signing of this collective agreement shall be paid based on 80% of their appropriate grid rate as outlined in Group B of Schedule A, plus the earnings generated by the commission plan.
2. It is understood that reasonable changes may be made in the commission structure from time to time. When a change is contemplated, the Employer agrees to discuss such changes with the affected employee(s), accompanied by a Union representative when the employee(s) so desires. In the event that there is a restructuring of account lists, such restructuring will be done on a fair and reasonable basis.
3. During the first thirty (30) days following the change, the Employer agrees that the affected employee(s) shall receive a commission no less than would have been received under the previous structure had the change not occurred. In any case, the Union shall be notified of any change in commission structure as well as commission structures offered new Advertising Salespersons.

RE: RETAIL ADVERTISING COMMISSION SALES

If the Employer decides to implement a 100% Commission Plan during the term of this agreement, then an Advertising Sales Commission committee would be formed. The committee will consist of two representatives each from management, and the advertising department

bargaining unit employees (to be appointed by the union). Meetings will be held during normal working hours.

The purpose of this committee will be to deal with issues and concerns related to the design and implementation of a new 100% sales commission system, to receive both parties input, and to assist in as smooth a transition as possible during any phase in period.

The committee will be required to present its joint recommendations to the Publisher for approval within 90 days of the committee being established. The Publisher shall make his decision within thirty (30) days of the joint recommendation. Implementation will commence within a further thirty (30) days.

It is understood that the Publisher has the final determination on the contents of the plan. If the approval of the joint recommendations is not obtained from the Publisher, the status quo shall prevail. If the plan document is approved by the Publisher, the terms of the plan shall be subject to Article 4 of the collective agreement.

The committee will meet as required to monitor the plan and put forth any recommended changes to the Publisher for consideration.

RE: NATIONAL/CHAIN SALES

The parties agree that the employee selling National/Chain sale products will receive 80% salary plus 1% commission on total revenue generated.

RE: JOB OUTLINES

The Employer agrees that employees will be provided

with a basic job outline of their duties. However, it is understood that the Employer, at its discretion, maintains the exclusive right to assign any other duties as necessary.

RE: VACATION SCHEDULING

The Employer agrees that vacation time of less than one week may be taken in accordance with the provisions of Article 8. It is understood that approval of such vacation time is at the discretion of the Employer and is subject to the requirements of the business.

RE: DIRECT DEPOSIT

It is the Employer's intention that when a statutory holiday occurs on the regularly scheduled pay day, every effort will be made to process the payroll on the preceding day.

If the Employer intends to change the regularly scheduled pay day to another regularly scheduled pay day, it will give the Union two weeks' notice.

RE: SHIFT SCHEDULING

If the Employer intends to introduce a new regular shift in the work area, it will discuss the new shift with the Union prior to implementation, while maintaining its rights outlined in Article 1 (c).

RE: MAILROOM

During the 2006 negotiations, the parties agreed to the deletion of certain articles of language (pertaining to the

former mailroom) from the collective agreement that expires April 30, 2006. The parties agree that should the mailroom be reinstated during the term of this collective agreement, then the appropriate language in the following articles of the 2003 to 2006 collective agreement will also be reinstated: 1(a), 6(e), 6(g) 2nd paragraph, 11(d), 15(i), 15(j), and the wage grids of Group J and Group K including any applicable general wage increases.

RE: BENEFITS

It is agreed that Kathy King shall continue to be scheduled at least twenty-five (25) hours per week and shall be entitled to the benefits outlined in Article 14(a) and 14(c); except that the Employer will pay 50% of the premium cost and she will not be eligible for the Long Term Disability Plan. Should Ms. King elect not to participate in the benefit package as outlined in this letter, she shall also forfeit her right to be regularly scheduled in excess of twenty-four (24) hours per week. The above shall also apply to Lisa McTaggart, Fatima Pisquem and Michelle Muharrem in the event that they are laid off from full-time employment and accept part-time employment in the bargaining unit; and provided they are regularly scheduled at least twenty-two and one-half (22 ½) hours per week.

RE: CELL PHONES

The Employer will pay \$15 per month toward the cost of cellular telephones if utilized by outside advertising sales representatives in the performance of their job duties with the Employer. The Employer will develop any administration guidelines and substantiation procedures.

RE: ROBERT BOUGHNER

The parties agree that in the event that Mr. Robert Boughner continues to work past the age of sixty-five (65), the following will apply for the duration of this collective agreement.

He shall not be eligible for long term disability coverage. In addition, the Employer shall not incur any increased costs associated with the other applicable benefits listed in Article 14 (a) and (c) beyond the level paid for Mr. Boughner the month prior to his attainment of age sixty-five (65). It is understood that Mr. Boughner would be responsible for any additional costs.

**DATED AT CHATHAM THIS _____ DAY OF
_____, 2006**

CEP, LOCAL 87-M

Howard Law, National Representative

FOR THE EMPLOYER

Jim Blake, Publisher