

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 PUBLISHING
INC.**

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Local 87-M History

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

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

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

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

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

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

it is to be successful, must be representative...it must be democratic..." Those goals continue to motivate this union.

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

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

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

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

Employees at the Thomson-owned Oshawa Times walked out in 1966 in a two-week strike that became one of the biggest Canadian labour battles of the era. While the strike involved only 35 employees, the courts granted a controversial injunction limiting picketing. That prompted a rebellion in the strong union town, and picket lines swelled to more than 1,000 with the support of other unions. When the local sheriff showed up to try to enforce the injunction, he was pelted with snowballs and beat a hasty retreat. Newspaper publishers were outraged, but the strike was settled very soon after. A second strike in Oshawa was also long and difficult in 1995 and

created the local union's first strike paper operating in competition with the Times. At the end of the strike neither paper survived.

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

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

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

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

The local also had stable leadership through these years. Jack Dobson of the Globe and Mail served 8 terms as local president from 1959 through 1966 when he

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

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

At the bargaining table this new approach saw the Guild's first strike ever at the Toronto Star, in 1983. The 1,500 SONG members were off the job for only four days, including a weekend, but the strike marked a turning point, and companies got the message that they couldn't take the union for granted. Meanwhile at the Globe and Mail, Guild employees took their first ever strike vote in 1982, also marking a new era in relations with the company. Those negotiations ended without a strike, and the Globe unit of SONG still has a strike-free record.

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

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

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

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

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

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

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

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

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

magazines, book publishing, television and specialty broadcasting, radio and internet: in recognition of this diversity, we changed the name of our Local to the Southern Ontario *Newsmedia* Guild.

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

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

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

ARTICLE 1 - COVERAGE AND MANAGEMENT RIGHTS

- (a) This Agreement covers all employees of The Chatham Daily News, a division of Osprey Media Publishing Inc., 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. The Employer agrees to exercise the above rights in a fair and reasonable manner.

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 and/or special assessments 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 and will include a list of employee names from whom deductions have been made. The Employer agrees to include on each member's T4 slip, the amount of dues paid yearly for income tax purposes.
- (c) The Employer agrees to allow for the placement of an on-site ballot box for annual elections that may take place, provided that there is no disruption to the business operation. Any related meetings must be held off-site after business hours, and must not interfere with any operational requirements.

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.

The Employer shall advise new employees, or employees who are transferred into the bargaining unit, that a collective agreement is in effect and advise

such employee(s) of the name of the Union's Unit Chairperson. The Employer shall advise the unit chair when an employee is hired or transferred into the bargaining unit.

- (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 3A - UNION OFFICERS / STEWARD

- (a) Upon notification in writing by the Union, the Employer will recognize, in addition to the Unit Chair and Vice Chair, one (1) steward to deal with grievances in the manner provided for under this agreement. No more than two of the above may be away from their jobs at the same time, and not more than one from the same department.

The Union agrees that a steward and the union officers have their regular work to perform on behalf of the Employer.

- (b) Therefore, a union officer or steward may leave his/her work duties without loss of basic pay to attend to grievances (up to but not including arbitration), subject to the following conditions:

- (a) The time shall be devoted to the prompt handling or processing of grievances.
- (b) Permission (which shall not be unreasonably withheld) must first be obtained from their immediate supervisor before leaving their work duties, as well as providing the expected length of absence. He/she must report to their supervisor upon their return to their duties.
- (c) The Employer reserves the right to limit such time, if it deems the time so taken to be excessive.

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) Effective upon ratification, severance pay at the rate of one week's wages for each completed six (6) months of continuous service or major fraction thereof shall be paid to employees who are permanently laid off, up to a maximum 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 one (1) 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 \$1.35 per hour more than the hourly rate for the hours worked between the hours of 8 p.m. and 7 a.m.
- (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, Family Day (or days officially celebrated as such).
- (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) or child, an employee may be absent from work for up to five (5) 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. A common-law spouse is one that has cohabited with the employee for at least two consecutive years.

In the event of the death of an employee's parent, step-parent, parents-in-law, brother, sister, brother-in-law, sister-in-law, 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-nine (39) cents per kilometer, upon ratification of this agreement.
- (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 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 new FlexMedia benefit plan for all full-time employees of Sun Media will be applicable to all full-time employees covered by this collective agreement and these employees will participate in such plan, effective October 31, 2010. The prior benefit program shall remain in place until Flex Media is implemented. The terms and conditions of the new benefits plan, including coverage of benefits, shall be no less than those described and disclosed to the union during negotiations.

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

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

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

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

ARTICLE 15 - 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 the attached letter of agreement (Re: Benefits).

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 to editorial content produced by an employee, an effort will be made to discuss the changes with the employee before publication or sale of the content, in any format, by the Chatham Daily News or any entity associated with Sun Media or Quebecor Media. If the discussion does not take place, or the employee wishes to withhold his or her byline or credit, the byline or credit shall not be used.
- (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 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 Chatham Daily News 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 17 - DURATION AND RENEWAL

- (a) This agreement shall be in effect from May 1, 2009 until April 30, 2012.
- (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 11th day of August, 2010.

CEP, LOCAL 87-M, SONG

FOR THE EMPLOYER

Howard Law, Local Representative

Dean Muharrem, Publisher

Ellwood Shreve

Bruce Corcoran, Managing Editor

Dave Hewitson

Jeanine Foulon, Advertising Manager

Lisa McTaggart

WAGE SCHEDULE A

Job Classification

Group A

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

Group B

Multi-Media Journalists, Advertising Sales

Group C

Circulation Customer Representative

Group D

Customer Service Representative

Group F

Editorial Assistant

<u>Group A</u>	<u>Previous</u>	<u>May 1,2010</u>	<u>May 1,2011</u>
Start	\$639.82	\$646.22	\$655.91
Year 1	\$715.10	\$722.25	\$733.08
Year 2	\$790.37	\$798.27	\$810.25
Year 3	\$865.64	\$874.30	\$887.41
Year 4	\$940.92	\$950.33	\$964.58
<u>Group B</u>			
Start	\$525.16	\$530.41	\$538.37
Year 1	\$595.18	\$601.13	\$610.15
Year 2	\$665.21	\$671.86	\$681.94
Year 3	\$735.23	\$742.58	\$753.72
Year 4	\$805.24	\$813.29	\$825.49
Year 5	\$875.26	\$884.01	\$897.27
<u>Group C</u>			
Start	\$599.74	\$605.74	\$614.82
Year 1	\$637.34	\$643.71	\$653.37
Year 2	\$674.83	\$681.58	\$691.80

Year 3	\$749.80	\$757.30	\$768.66
Year 4	\$787.73	\$795.61	\$807.54

Group D

Start	\$526.82	\$532.09	\$540.07
Year 1	\$590.25	\$596.15	\$605.09
Year 2	\$653.73	\$660.27	\$670.17
Year 3	\$727.79	\$735.07	\$746.10

Group F

Start	\$398.26	\$402.24	\$408.27
Year 1	\$455.14	\$459.69	\$466.59
Year 2	\$512.02	\$517.14	\$524.90
Year 3	\$568.92	\$574.61	\$583.23

LETTERS OF AGREEMENT
(FORMING PART OF THE MAIN AGREEMENT)

RE: HOURS OF WORK

Notwithstanding the specific provisions of Article 6 - Hours of Work, it is agreed that one Advertising Sales Representative and one Customer Service Representative may 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

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

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

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

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

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

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

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

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: CSR COMMISSIONS

The current customer service representative commission payments for Lisa McTaggart and Fatima Pisquem shall continue until such time that a new commission structure is implemented for these two employees. Should a new commission structure be implemented, it shall be designed so that the above employees have an opportunity to achieve a comparable income.

It is understood that the above commission payments shall not apply to new hires (if any) in the customer service representative classification.

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

In the event that Lisa McTaggart and/or Fatima Pisquem are laid off from full-time employment and accept part-time employment in the bargaining unit, they shall be entitled to the benefits referred to in Article 14(a); except they will not be eligible for Long Term Disability coverage. The preceding is also conditional on these employees being regularly scheduled at least twenty-two and one-half (22 ½) hours per week.

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 the above named employees if they are part-time employees.

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 continue to be covered under the FlexMedia plan referred to in Article 14 (a), except he shall not be eligible for Long Term Disability coverage.

RE: TRAINING

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.

DATED AT CHATHAM THIS 11TH DAY OF AUGUST, 2010

CEP, LOCAL 87-M, SONG

FOR THE EMPLOYER

Howard Law, Local Representative

Dean Muharrem, Publisher