

COLLECTIVE AGREEMENT

BETWEEN

**SUN MEDIA CORPORATION,
C.O.B. AS THE OTTAWA SUN**

- AND -



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

January 1, 2007 – December 31, 2010

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ARTICLE 1 – RECOGNITION

101 The Employer Sun Media Corporation, c.o.b. as the Ottawa Sun, recognizes the Communications, Energy and Paperworkers Union of Canada, and its Local 87-M, Southern Ontario Newsmedia Guild (hereinafter "the Union") as the exclusive bargaining agent for all employees in its Editorial Department in the City of Ottawa save and except for managers, persons above the rank of manager, and additional positions exercising managerial functions or employed in a confidential capacity in matters relating to labour relations within the meaning of section 1(3)(b) of the Labour Relations Act.

In the event of a dispute as to whether a person exercises managerial functions or is employed in a confidential capacity in matters relating to labour relations, 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 person accordingly.

102 Gender References

In this Collective Agreement it is presumed that gender references to male or female employees apply equally to the other gender.

ARTICLE 2 – DUES DEDUCTION

201 All employees in the bargaining unit who were members of the Union on March 22, 2006, or who join thereafter, shall as a condition of continued employment, be required to maintain their membership in good standing in the Union in accordance with its constitution and bylaws for the duration of the Agreement.

202 All persons accepting employment in the bargaining unit on or after March 22, 2006 shall become Union members within twenty (20) days from the date of commencing employment, and shall, as a condition of employment, remain Union members in good standing for the period of this Agreement.

203 The Union agrees that it will admit to membership and retain in membership any employee in the bargaining unit, subject to the constitution of the Communications, Energy and Paperworkers Union of Canada and the bylaws of the CEP Local 87-M, Southern Ontario Newsmedia Guild.

204 Payment of Regular Union Dues

The Employer shall deduct the regular Union dues from each regular salary payment to each employee. The amount of regular Union dues to be deducted shall be furnished to the Employer by the Union. The deducted dues shall be remitted to the Union no later than the fifteenth (15th) day of each month following the month in which the deductions are made with a statement showing the names of the employees from whom deductions have been made and the amount deducted. The amount of dues to be deducted may be

amended by the Union upon giving the Employer fourteen (14) calendar days written notice. The new deductions will take effect on the pay day in the next week following the expiry of such notice.

205 In consideration for the Employer making deductions in accordance with this Article, the Union shall indemnify and save harmless the Employer, including agents and persons acting on its behalf, from any liability, claims or actions in any way connected with the deduction of Union dues.

206 **Union Dues – Special Assessments**

The Employer agrees to deduct general assessments as required by CEP, Local 87-M, Southern Ontario Newsmedia Guild and to remit the total of individual deductions by cheque to the Treasurer of the Union before the end of the month following the month in which the deductions are made. As with the remittance of regular Union dues provided for in clause 2.04, the Employer shall, when remitting assessments, give the names of the employees from whose pay deductions have been made.

207 **Information for New Employees**

The Employer shall advise new employees and employees who are transferred into the bargaining unit that a Collective Agreement is in effect and of the provisions of the Agreement with respect to deduction of Union dues, and also advise such employees of the name of the Union's Unit Chairperson. The Employer shall advise the Union's Unit Chair in writing when an employee is hired or transferred into the bargaining unit. A Union representative shall be allowed one-half hour during such employee's first month of work to discuss the Union and Collective Agreement.

208 **CEP Humanity Fund**

- a) The Employer shall in each pay period, deduct \$0.01 per hour for all regular hours worked from the wages of employees covered by this Collective Agreement.
- b) The monies so deducted shall be remitted to the charitable foundation known as the CEP Humanity Fund no later than the 15th day of the month following the month in which the hours were worked. The Employer shall also include with the remittance the number of employees for whom contributions have been made.
- c) The first deduction for the Fund will be made in the fifth (5th) week following the ratification of the Agreement.
- d) Participation in the program of deductions set out above is voluntary. Employees who do not wish to participate must so inform the Employer within thirty (30) days of the ratification of the Agreement or within thirty (30) days after being hired.
- e) All such employee contributions to the CEP Humanity Fund shall be recorded on the employee's T4 Form.

ARTICLE 3 – UNION REPRESENTATION

301 Upon notification in writing by the Union, the Employer will recognize a reasonable number of stewards (to a maximum of 4 in total) to service grievances in the manner provided under this Agreement. Furthermore, no more than two (2) of the stewards and/or officers may be away from the workplace on Union business at any given time.

302 **Union Stewards and Officers**

The Union agrees that stewards and Union Executive Committee members have their regular work to perform on behalf of the Employer, and in recognition of that neither a steward nor an Executive Committee member will leave his regular duties to service a grievance or attend a meeting with the Employer, without first obtaining permission from his or her supervisor, which will not be unreasonably withheld. Stewards and Executive Committee members shall advise their supervisors of the expected length of absence from duties and report to them upon their return to work.

303 Stewards and Executive Committee members who do not absent themselves from regular duties unreasonably will be compensated at their regular salary for time spent in attending meetings with the Employer (other than contract negotiation meetings) and in servicing grievances up to but not including arbitration.

304 **Collective Bargaining**

The Employer shall allow up to three (3) employees time to attend meetings with the Employer for the purpose of negotiating a renewal of this Collective Agreement. The Employer will also grant the Union Bargaining committee reasonable time off to prepare for negotiations, provided reasonable notice is given. When such time off is granted, the Employer will continue to pay bargaining unit members their regular salaries and the Union agrees to reimburse the Employer for this expense.

305 **Mailbox, e-mail, bulletin board**

The Employer shall permit Union representatives to make reasonable use of the staff mailbox for the purpose of communicating Union business. Employees shall be allowed to make reasonable use of the Employer's electronic mail system for Union communications outside the employee's working hours. Union stewards and executive members may utilize the e-mail system during working hours for incidental purposes restricted to the administration of their duties as stewards or executive members. Employees may use the e-mail system during working hours for the purpose of contacting a Union steward or executive member to request assistance.

The Union will be permitted to use one (1) bulletin board inside the newsroom near the mailboxes.

306 **Union-Management meetings**

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

307 **Meeting space**

The Employer agrees to provide the required space to accommodate meetings between Union officer and or stewards and members, including Union elections, subject to availability of space and operational requirements.

ARTICLE 4 – MANAGEMENT RIGHTS

401 **Management’s Reserved Rights**

The Union agrees that it is the exclusive right and sole prerogative of the Employer to manage its business in every respect and, without restricting the generality of the foregoing, to plan, direct and control its operations, systems, publications and procedures, including the manner in which and by whom work shall be done, and to maintain order and efficiency and to hire, transfer, classify, appoint, promote, lay off and recall employees and to suspend, demote, discharge or otherwise discipline employees for just cause.

The Employer agrees that, in the exercise of its rights, it shall act in a manner that is fair and reasonable and consistent with the terms and conditions of the Collective Agreement.

402 **Restrictions on Performing Bargaining Unit Work**

The Employer will be able to assign to any employee outside the bargaining unit covered by this Agreement work done by employees within the bargaining unit as long as such assignment would not cause a layoff of a bargaining unit employee.

For clarity, in the event of a layoff of an employee, this paragraph shall not prevent an employee of the Employer from continuing to do bargaining unit work to the extent such type of work was being performed prior to the layoff.

403 **Students**

There shall be no more than three (3) unpaid journalism interns in the newsroom except under extraordinary circumstances (i.e., election, special project, etc.). The term of any single unpaid journalism intern shall not exceed eight (8) weeks.

There shall be no student interns when any bargaining unit member is on layoff with recall rights. Any existing student interns would complete their placement.

404 **Use of Part-Time Employees**

For the purpose of this Agreement, a part-time employee shall mean one who regularly works not more than eighty percent (80%) of the normal work week. A part-time employee who averages more than eighty percent (80%) of the normal work week over a 52-week period, excluding vacation and paid holidays taken, (equal to the maximum of their entitlement) shall be deemed to have become a full-time employee.

405 **Freelance**

Except under extraordinary circumstances, the Employer shall not publish editorial content submitted by independent contractors or volunteers that constitutes a substitution for full-time or part-time bargaining unit positions and/or bargaining unit work. The nature of extraordinary circumstances shall include considerations of enterprise, exclusive access, first-person voice, specialized knowledge, frequency of contributions, proximity, timeliness, and significant competitive advantage for the newspaper. None of the foregoing will impede the Employer's ability to publish "citizen journalism," provided no single citizen journalist is published with regular frequency.

ARTICLE 5 – NO STRIKE, NO LOCKOUT

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

ARTICLE 6 – GRIEVANCE PROCEDURE

601 **Complaints and Grievances**

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

602 **STEP 1**

It is the mutual desire of the parties hereto that grievances of employees be adjusted as quickly as possible and if an employee has a grievance it shall be discussed with his or her supervisor within thirty (30) days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the grievor in order to give the supervisor an opportunity of adjusting the grievance. The discussion shall be between the employee and/or Union steward, the supervisor and a representative of the Human Resources Department. The supervisor's response to the grievance shall be given

within seven (7) days after such discussion.

603 **STEP 2**

Failing settlement, the grievance may be taken up in the following manner and sequence provided it is presented within fifteen (15) days of the supervisor's reply to the grievance: the Union shall present the grievance in writing signed by the employee, in the case of an individual grievance, to the Editor-in-Chief, or designate, setting forth the nature of the grievance, and the remedy sought. The Editor-in-Chief or designate shall arrange a meeting with the Union and a representative of the Human Resources Department within seven (7) days of the receipt of the grievance at which the grievor, in the case of an individual grievance, may attend, if requested by either party, and discuss the grievance. The Editor-in-Chief or designate may have such assistance at the meeting as is considered necessary. The Editor-in-Chief or designate will give the Union a decision in writing within seven (7) days following the meeting with a copy to the grievor.

604 **STEP 3**

In the event the grievance has not been satisfactorily settled under the foregoing Grievance Procedure, the matter shall then, by notice in writing given to the Employer within thirty (30) days of the date of the decision from the Editor-in-Chief or designate, be referred to arbitration as hereinafter provided. Failure to do so terminates the grievance unless mutually agreed otherwise.

605 **Binding Arbitration of Disputes**

- a) Any matter so referred to arbitration, including any question as to whether a matter is arbitrable, shall be heard by an independent arbitrator. The notice of the party referring the decision to arbitration shall contain the names of three neutral persons, any of whom it is prepared to accept as Arbitrator. The recipient of the notice shall within fourteen (14) days advise the other party of either its acceptance of one of the proposed persons as Arbitrator, or shall suggest the names of other neutral persons it proposes to act as Arbitrator. If the recipient of the notice fails to respond, or if the two parties fail to agree on a neutral person to act as Arbitrator within the time limits, the appointment shall be made by the Minister of Labour upon the request of either party. The Arbitrator shall hear and determine the matter and shall issue a decision. The decision shall be final and binding upon the parties and upon any employee affected by it.
- b) Either party may, in the correspondence contemplated in Article 6.05, notify the other party of its suggestion to proceed before a Board of Arbitration. Provided both parties agree, an Arbitrator selected to proceed in Article 6.05, shall be appointed as Chair of the Arbitration Board. Each party shall be responsible for naming its own nominee to the Arbitration Board, and will advise the other party and the Chair of the name of its nominee. Where the parties have agreed to a Board of Arbitration, references in this Article to Arbitration will be read to mean Arbitration Board, where appropriate.

606 No individual shall be selected as an arbitrator who has at any time been involved in attempting to resolve the grievance, or in the negotiation of this Collective Agreement, unless the parties agree otherwise.

607 The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the Chair and shall each pay the remuneration and expenses of its arbitrator. Neither party shall be obligated to pay any part of the cost of any stenographic transcript of an arbitration hearing without its expressed consent.

608 Where the arbitration board or arbitrator determines that a disciplinary penalty or discharge is excessive, it may substitute such other penalty for the discipline or discharge as it considers just and reasonable in all the circumstances.

609 **Time limits**

The time limits set out with respect to grievances and arbitrations are mandatory. The time limits imposed upon either party of any step in the Grievance Procedure may be extended by mutual Agreement. A request for extension of the time limit made prior to the expiry of such time limit shall not be denied on an arbitrary basis.

610 **Employer Grievance**

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

611 **Policy Grievance**

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

612 **Dismissal Grievance**

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

613 **Group Grievance**

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

614 **Definitions**

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

ARTICLE 7 – SENIORITY AND LAYOFF PROCEDURES

701 **Seniority Defined**

Seniority shall mean continuous service in the Bargaining Unit from date of hire at the Ottawa Sun, except insofar as the parties mutually agree to recognize prior freelance and/or temporary service of bargaining unit employees at the Ottawa Sun for purposes of seniority. Notwithstanding the above, continuous service for the purpose of vacation and severance entitlement shall include all service with Sun Media properties. The parties shall endeavour to establish an agreed-upon seniority list for verification prior to ratification. That seniority list shall include previous part-time, contract and/or freelance service.

702 **Previous Part-Time Service**

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

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

All straight-time hours worked as a part-time employee shall be added together and divided by 7.5 to determine the number of normal working shifts, which will in turn determine the full-time employment value of such part-time service, assuming five (5) normal working shifts per week. Having calculated the equivalent full-time service value of such part-time service, the employee shall be awarded a new seniority date based upon the equivalent full-time service, e.g., a part-time employee who worked one (1) day each week for five (5) years and then became a full-time employee would be awarded the equivalent of one (1) year of full-time service and his or her seniority date would be amended so as to reflect this accumulated service.

In the event that the above formula results in two (2) or more employees having the same seniority date, shift fractions resulting from the above formula shall be used to determine the appropriate order of seniority.

In a letter outside the Agreement, the Employer agrees to make Allan Wigney a full-time employee and give him credit for purposes of vacation and severance entitlement to two years of service (equivalent to 50% of the four years he has worked for the Employer).

- 703 An employee who is in the bargaining unit but who then transfers to a position with the Employer outside the bargaining unit for a continuous period of employment, and subsequently returns to the bargaining unit pursuant to Article 1501, shall have his seniority bridged, i.e., receive credit for seniority accrued previously in the bargaining unit, but not for continuous service outside the bargaining unit.

Further, the Union will agree in a Letter of Agreement that for a one-year period following ratification, any editorial employee outside the bargaining unit at the time of ratification who then transfers into the bargaining unit shall retain credit for seniority with the Employer accrued up until ratification, but not continuous service, after ratification, outside of the bargaining unit.

704 **Previous Temporary Service**

In the event that a temporary employee in the bargaining unit becomes a permanent employee, he shall be credited with his continuous service as a temporary employee that is contiguous (excepting a break in service up to and including 14 calendar days) to his service as a permanent employee.

705 **Seniority List**

The Employer shall prepare a seniority list showing the seniority date of each employee in the bargaining unit. An up-to-date copy of the seniority list shall be sent to the Union every six (6) months (January and July)

706 **Loss of Seniority**

A person shall lose all seniority and shall be deemed to have terminated employment with the Employer if he or she:

- a) retires or voluntarily quits the employ of the Employer; or
- b) is discharged and such discharge is not reversed through the Grievance Procedure; or
- c) is absent for three (3) consecutive working days unless a satisfactory reason is given to the Employer; or
- d) fails to return to work upon termination of an authorized leave of absence or fails to utilize a leave of absence for the purpose indicated at the time the leave of absence was granted unless a satisfactory reason is given to the Employer; or
- e) is absent due to layoff more than eighteen (18) consecutive months; or
- f) fails to notify the Employer of his or her intention to report for work within ten (10) days from the date of delivery by courier dispatch of a notice of recall to his last place

of residence known to the Employer unless a satisfactory reason is given to the Employer; or

- g) fails to report to work after being recalled from layoff within fourteen (14) days of notifying the Employer of his or her intention to report for work, unless a satisfactory reason is given to the Employer.

707 **Layoffs**

The Employer may initiate involuntary layoffs of employees for reasons of increased productivity, technological advancements or improved organizational efficiency. In such circumstances, before any such layoffs are made the Employer will inform the Union of its plans and discuss other means of effecting necessary economies or efficiencies.

708 **Maximized Use of Vacancies**

Prior to requiring a layoff, the affected employee(s) shall be offered the opportunity to be placed into any bargaining unit vacancy that will remain after the layoff for which he has the necessary skills, qualifications, and ability, provided that the vacancy has not already been posted.

709 **Notice to Individuals**

In the event of a layoff, the Employer shall give the employees concerned eight (8) weeks notice of such layoff and, where possible, will endeavour to give greater notice of layoff. As provided in Article 7, prior to the notification to employees, the Employer shall meet and have discussions with the Union in connection with the layoff and the number of persons to be laid off in the affected job classifications. In any event, all layoffs, notice, bumping and chain bumping must be complete within the original eight-week notice period.

710 **Voluntary Resignations Solicited**

The Employer may prior to announcing layoffs post a notice on the Union bulletin board announcing that a layoff is pending and that the Employer is seeking volunteers. It will be the Employer's discretion to either accept or reject a request for a voluntary layoff. Those employees who request and are granted a voluntary layoff will be paid in accordance with the Collective Agreement, however a notice as per the Collective Agreement will not be paid. The employee who accepts a voluntary layoff will forfeit any and all recall rights. Voluntary layoffs will reduce the impact of involuntary layoffs.

711 **Layoffs by Reverse Order of Seniority**

Layoffs of any employee(s) within any classification shall be based upon reverse order of seniority, provided those remaining are qualified to perform the work required. However, no employee shall be laid off while there are temporary employees or unpaid student interns on staff.

To clarify, a “classification” is a job and a “category” is a salary group. The Employer shall determine whether the reduction in staff is for full-time or part-time. Once determined, layoffs shall proceed as above.

712 **Bumping**

An affected employee may bump the most junior employee (provided those remaining are qualified to perform the work required) in an equivalent (lateral) or lower classification provided the position is held by a more junior employee and provided he or she has the demonstrable skill, ability and aptitude to competently perform the job. Any employee wishing to bump must do so within one (1) week of receiving their notice of layoff if notice is required to be provided in accordance with this Article.

713 **New Wage Rate After Bumping**

An employee who bumps into a position in an equivalent or lower classification shall be paid his current rate or the maximum for that classification, whichever is less. If the employee’s rate is between steps on the grid in the new classification, they will move to the nearest step up on the pay grid. At the Employer’s discretion, above grid merit pay can be forfeited.

714 **Chain Bumping**

The person so displaced may exercise a similar right to bump in accordance with Article 712 within one week.

715 Any employee who is laid off under this Article shall receive no less than the notice provided for in Article 7.09.

716 **Bumping of Part-Time Employees**

Full-time employees may bump part-time employees subject to the restrictions and provisions set out in Article 712 above. Part-time employees may not bump full-time employees.

717 **Seniority While on Layoff**

During layoff, seniority shall not be broken but shall not accrue, subject to the time limits specified under Article 706(d).

718 **Recall to Employment**

Recall of laid off employees to available vacancies in their previously held classifications shall prevail over Article 15 (Promotion and Transfer). Affected employees shall be offered reinstatement to employment in the classification, at the previous step on the wage grid held prior to the layoff, on the basis of seniority, in reverse order of their layoff, provided they have the demonstrable skills, qualifications and ability to perform the available work, before other help may be employed. Notification of recall shall be by letter addressed to his or her last known address on the Employer's records, with a copy

sent to the Union. The recall rights will not extend for a period longer than eighteen (18) months.

- 719 Full-time employees may decline recall to a part-time or temporary position without affecting their recall rights.

ARTICLE 8 – LEAVES OF ABSENCE

801 Personal Leave

The Employer may grant an employee's application for unpaid personal leave of absence. The Employer shall exercise its discretion fairly.

802 Union Leave

The Employer will grant leave of absence without pay to what it deems to be a reasonable number of employees selected by the Union for the purpose of Union business not in excess of one (1) week at a time for each individual, provided reasonable notice is given to the Employer. Leaves of absence for Union business greater than one (1) week subject to Article 803, or with insufficient notice, shall also be subject to operational requirements of the Employer. The Employer shall maintain the compensation of the employee on leave and the Union shall reimburse the Employer.

803 Full-time Union Leave

The Employer will grant an employee a leave of absence without pay or benefits to work in an official full-time capacity for the Union, the Canadian Labour Congress or the Ontario Federation of Labour. During this time period, the employee will continue to accrue bargaining unit seniority and advance on the wage grid. Pension plan service shall only accrue if the Employer's contributions are paid by the labour organization. The employee must give the Employer one (1) month notice in writing of such a leave, or of an election that may lead to the need for such a leave and, if operational concerns require it, up to two (2) weeks more notice after the election.

804 Political Office

Employees who wish to run for public office in a municipal, provincial or federal election shall first obtain from the Employer a leave of absence without pay. If elected, the Employer may require the employee to resign.

805 Professional Leave

The Employer may grant an employee extended leave without pay or benefits of up to one (1) year, for educational or professional purposes, none of which may be in competition with the Employer. The Employer shall consider both operational requirements and employee interests.

The first part of such leave will consist of all unused vacation and accumulated overtime and this part of the leave shall be with benefits. Extended leave may be renewed upon agreement between the Employer and the employee for an additional period of up to one (1) year. The Employer will use its best efforts to return the employee to the same or a comparable job on return from such leave. If such a job is not available, the employee will be given a job and be paid on the grid for the new position. Where the Employer denies a requested leave, it shall provide a written explanation of the reasons for the denial to the employee.

Not in the Collective Agreement: For clarity, if a Union member was at Step 1 of the grid in "Group A" at the time of the leave, but returns to "Group B," they would be paid at Step 1 of "Group B."

806 **Effect on Seniority**

The following conditions apply to leaves of absence in excess of one (1) month's duration granted under this Agreement other than Union, maternity, adoption and paternity leaves of absence:

- (a) There will be no loss of seniority or benefits as accrued to the beginning of such leaves;
- (b) During such leaves the short term sickness income protection plan will not apply;
- (c) Pension plan contributions cease during such leaves;
- (d) Credited service for pension purposes will not accumulate during such leaves;
- (e) Time off for such leaves will not be counted as time worked for the purposes of vacation pay and it will be pro-rated accordingly.

807 **Family Responsibility Leave**

During each calendar year on a non-cumulative basis, an employee may take up to two (2) days leave of absence with pay for reason of family responsibilities.

ARTICLE 9 – BEREAVEMENT LEAVE

901 **Bereavement Leave**

- a) The Employer shall grant an employee paid bereavement leave of absence of five (5) consecutive working days, including the day of the funeral, upon a death of his or her parent, sibling, spouse (including common-law or same-sex partner) or child.
- b) The Employer shall grant an employee paid bereavement leave of absence of three (3) consecutive working days, including the day of the funeral, upon a death of his or her step-parent, step-child, step-brother, step-sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law and brother-in-law, aunts, uncles, grandchildren,

great-grandchildren, grandparents, great-grandparents, grandparents-in-law and great-grandparents-in-law.

- c) Where any such day occurs on a regularly scheduled working day for the employee, he or she shall not suffer any loss of compensation.
- d) The employee may, in the discretion of the Employer, be granted additional bereavement leave with or without pay. The employee shall notify the Employer as soon as possible following the death.

ARTICLE 10 – JURY AND WITNESS LEAVE

1001 Should an employee be required on his or her regular work day to report for jury duty or is subpoenaed to testify before an administrative tribunal, court of law, coroner's inquest, parliamentary inquiry, or Royal Commission, the employee will be paid their regular salary for the day. However, the employee will not be entitled to any pay under this article if he or she is a party or principal in any of the aforementioned proceedings unless a party or principal as a result of performing the employee's proper duties for the Employer.

ARTICLE 11 – PREGNANCY AND PARENTAL LEAVE

1101 Maternity and parental leave shall be granted in accordance with the provisions of the Ontario Employment Standards Act, 2000. The total length of the leave(s) shall not exceed one year.

1102 Conditions of Leave

The following conditions apply to pregnancy and parental leaves of absence granted under this Agreement:

- a) during such leaves the short-term sickness income protection plan will not apply;
- b) time off during such leave shall be counted as time worked for the purposes of seniority, pension, benefits, vacation entitlement, and advancement on the wage grid.
- c) the employee will continue to participate in the benefit plans under Articles 19 and 20 of the Collective Agreement with the employee and Employer each continuing to make the usual contributions unless the employee elects in writing not to do so;
- d) arrangements between the Employer and employee suitable to the Employer for either pre-payment or regular payment during the leave, of employee contributions for pension and/or benefits coverage will be made in advance of the commencement of the leave.

1103 **Supplementary Unemployment Benefits**

The Employer shall maintain a supplemental benefit (SUB) plan that provides regular payments to an employee who is granted leave under this Article and who has applied and qualified for maternity (including adoption) benefits under the Employment Insurance Act. The regular payments under this SUB shall augment the amount payable from EI so that an employee receives eighty (80) percent of her regular wages for a fifteen-week benefit period. Employees must have been working full-time for one (1) year to qualify. Only full-time employees qualify.

ARTICLE 12 – HEALTH AND SAFETY

1201 The Employer shall make all reasonable efforts to maintain a healthy and safe workplace. The Union may appoint 1 member to the Ottawa Sun Health and Safety Committee.

1202 The worker representative on the committee will receive his or her regular pay for time lost from scheduled work for attending meetings of the Health and Safety Committee.

1204 **Pregnant Employees and CDSs**

A pregnant employee who normally works on computer display screens may request that she not be assigned to computer display screen work while she is pregnant. In that case she will be assigned to other work which she is able and qualified to do after a training period of one (1) week provided that the Employer has such work reasonably available. If not reassigned, the employee may take a leave of absence without pay until she begins maternity leave.

ARTICLE 13 – INFORMATION

1301 **Annual Information for Union**

The Employer shall supply the Union once every twelve (12) months with a list containing the following information for each employee in the bargaining unit:

- a) Name and address;
- b) Date of birth, date of hiring, classification, status, regular salary, experience rating.

1302 **Information Regarding New Hires**

Within two (2) weeks after the hiring of a new employee, the Employer shall furnish the Union in writing with the data specified in the above Section of this Article.

1303 **Monthly Information: Updates and Changes**

The Employer shall supply the Union monthly with a list containing the following information: (a) names of employees leaving the bargaining unit or taking leaves of

absence without pay, the effective date, and the reason for leaving the Unit or taking a leave; (b) changes in employees' addresses made known to the Employer, salary, job classification, status, or return from a leave of absence without pay, indicating the effective date of the change.

ARTICLE 14 – HOURS OF WORK

1401 Work Week

The normal work week for employees is thirty-seven-and-a-half (37.5) hours, excluding unpaid meal periods, and the normal work day is seven-and-a-half (7.5) hours, excluding unpaid meal periods. For some positions, the Employer may choose to schedule the 37.5 hours equally over four (4) work days instead of five (5).

1402 Split Shifts and Consecutive Days Off

- a) There shall be no scheduled split shifts except with the consent of the employee. That consent shall not be unreasonably withheld with due consideration to past practice. This article shall not apply to Columnists, Entertainment and Sports reporters.
- b) The Employer shall schedule employees for two scheduled days off in each work week, except for overtime shifts. However the existing practice of scheduling certain employees in certain departments on a rotation basis with an average of two days off in a week is appropriate

Family time and traditional weekend time is very important and while it will not be possible to make a guarantee in the current environment of change, time as favourable as possible to the worker will be scheduled, and the parties will strive to reach consensus on how best to resolve scheduling concerns.

1403 Overtime

For full-time employees, all time required and authorized by the Employer in excess of the unit of hours constituting a work day or a work week shall be considered overtime and shall be paid at the rate of time and a half.

Part-time employees will receive the overtime rate after 44 hours per week. Employees with a degree of control over their own scheduling (i.e., columnists, entertainment and sports reporters) shall have approved overtime calculated on an averaging basis over a two-week period.

If the Employer cannot obtain the required overtime coverage, the Employer will be able to schedule the most junior qualified employee to work the overtime to a maximum of 44 hours a week. The Employer will not invoke this clause unreasonably.

1404 **Compensating Time Off**

Employees may choose to be compensated for authorized overtime worked either in cash or in time off, in either case to be calculated at the appropriate contract rate for the overtime worked. When an employee requests to be compensated for overtime worked in time off, such time off must be arranged at a time which is agreeable to both the Employer and the employee. Overtime in time owed will be capped at a maximum of two (2) weeks unless mutually agreed otherwise. The past practice of compensating seasonal sports reporting (i.e., NHL hockey) time owed in straight time in the sport's off-season will continue.

1405 **Fair Distribution of Overtime**

The Employer will endeavour, as far as is reasonable, to rotate the opportunity of overtime in a fair manner.

1406 **Call-in Pay**

An employee called back to work shall be guaranteed at least four (4) hours pay at the overtime rate. An employee shall be considered called back to work when he is required to report to the office or other locale, but shall not be considered called back to work in response to a telephone call to impart information to the Employer. However, should the employee be required to make further immediate business phone calls as a result of the call from the Employer or its representative, the employee shall be entitled to a minimum of one (1) hour's pay at the overtime rate.

Sixth or Seventh Shift

An employee who is required to work on a scheduled day off shall receive an overtime premium for all work performed on that day with a minimum payment of four (4) hours, with the exception of those instances noted in 1403 and 1404.

1407 **Notice of Work Day Schedules**

- a) The Employer will post work schedules of days and/or hours for employees at least two (2) weeks in advance of the week for which they apply. The Employer will give columnists, reviewers, sports reporters and bureau reporters a schedule of days and hours they will be expected to work in the following week. For clarity, any schedule of starting times, hours or days will be subject to change for columnists, reviewers, sports reporters and bureau reporters and Article 1410 does not apply.
- b) Work schedules may be changed subject to the requirements of operations and affected employees will be advised in advance of the change as early as reasonably possible. If an employee is required to work on what otherwise would have been a scheduled day off and less than seven (7) days notice of such change is provided to the employee, he or she shall receive overtime premium for all work performed on that day unless the change has been made by mutual consent of the employee and the Employer.

1408 **Notice of Shift Change**

- a) The Employer shall designate the time for all employees to report for work (but not necessarily the same time for each employee on each shift). Schedules for shift starting times shall be posted at the same time as schedules for days off.
- b) Notice of starting times for a regular shift (i.e., excluding pre-shift overtime starting times) shall be given by the Employer to the concerned employee as follows:
 - i) For a change of less than one (1) hour, notice on the previous working day;
 - ii) For a change of more than one (1) hour, 24 hours notice; and
 - iii) For a change of three (3) or more hours, three (3) days' notice.

This notice shall not apply to columnists, beat reporters, entertainment and sports writers.

- c) Where the Employer fails to give the required notice in a change in starting time, the employee will be paid at the overtime rate for the hours worked outside of the originally scheduled hours (to a maximum benefit of three (3) hours at the overtime rate) and straight-time for hours worked on the original schedule.
- d) The Employer will provide an eleven (11) hour interval following the completion of an employee's scheduled shift before the start of his or her next scheduled shift.
- e) The Employer shall make reasonable efforts to seek volunteers from among staff before compelling an employee to change his or her start time.

1409 **Rest Periods**

The Employer shall provide rest periods in a manner that is consistent with good health and safety practices.

ARTICLE 15 – JOB VACANCIES, PROMOTIONS, AND TRANSFERS

1501 **Posting of Job Vacancies**

The Employer will post notice of all vacant postings within the bargaining unit for a period of fourteen (14) calendar days and agrees to consider an application from any bargaining unit employee desiring to bid on the vacant position. Any internal applicants shall be granted an interview. Employees entitled to apply for such vacancy or new job must make application to the Editor-in-Chief or designate no later than the fourteenth (14th) calendar day. Employees who have completed their probationary period and for whom movement to the position would be a promotion or lateral move may apply. The Employer need not consider any applicant to a posting who has, within the prior twelve (12) month period, successfully applied for a vacancy. Unsuccessful candidates will be given a second interview, upon request, where they will be told why they did not receive

the job. None of the foregoing interferes with the Employer's right to pursue external applicants.

1502 **Successful Applicant**

In awarding the position, the successful applicant shall be chosen on the basis of skill, ability, and experience. If skill, ability, and experience of the two leading candidates for the position are relatively equal, seniority will determine the successful candidate.

1503 **Beats**

The Employer shall post a notice to inform employees of "beats" which the Employer intends to establish, or which are not currently assigned, and which the Employer intends to assign. For the purposes of this article, a beat shall be defined as Courts, City Hall or Police reporting. Any employee who applies to such a posted notice within fourteen (14) calendar days shall be granted an interview before such a beat is assigned. If more than one beat is created or changed at the same time, then one fourteen (14) day posting period is all that is required. The Employer reserves the right to assign the beat to an employee who did not apply for the posting.

1504 **Job Differential/Placement on Wage Grid**

- a) **Placement on the grid:** Employees permanently transferred to a higher paid classification shall receive the salary rate on the wage grid of the higher classification next higher in dollars to the rate they received in the lower classification.
- b) **Acting Pay:** Employees temporarily assigned for a minimum of one-half shift to a higher-paid classification shall receive a premium of 10% higher than the employee's current salary for all hours worked in the higher classification or the pay rate in the corresponding step on the pay grid in the next category, whichever is less. Such assignments outside the bargaining unit shall be voluntary, but if no volunteers are available, management may assign the most qualified employee.

Not in the Collective Agreement: For clarity, if a Year 2 staffer in Group B works a shift or more in Group A, they will be paid at the Year 2 rate in Group A for all hours worked in that classification – or 10% higher than their current salary, whichever is less.

1505 **Return from Medical Leave**

- a) Where employees are medically able to return to work, the Employer shall first attempt to place an employee in his own position. If the employee cannot be accommodated in his former position, the search for suitable accommodations will expand to any/all suitable occupations.
- b) Should the successful return of an employee result in an overall addition to staff levels, the Employer fully maintains its right to adjust staff levels in accordance with

prescribed protocols under the applicable Collective Agreement.

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

ARTICLE 16 – DISCIPLINE AND DISCHARGE

1601 Just Cause

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

1602 Probation Period

- a) An employee will be considered on probation until he or she has completed three (3) months of continuous employment with the Employer. In the case of a part-time employee, the length of the probationary period shall be determined by an equivalent number of shifts.
- b) The Employer may upon agreement with the employee after consultation with the Union extend the probationary period for up to a maximum of three (3) additional months. In cases where a probationary period is extended, the Employer will notify the employee in writing. Upon completion of such probationary period, the employee's name shall be placed on the appropriate seniority list and the employee's seniority shall date from the date of last hiring into a bargaining unit position.
- c) The Employer may discharge a probationary employee for any reason provided it does not act in bad in faith or in conflict with any of the provisions of this Agreement. However the Employer shall give the employee adequate notice of its lack of satisfaction and reasonable opportunity to meet the required standard. Probationary employees will not receive notice or severance.

1603 Human Rights

The Employer and the Union agree to comply with the Ontario Human Rights Code in every respect. The Employer agrees to create, within four (4) months following the ratification of the Collective Agreement, a Employer policy designed to prevent and/or remedy personal harassment of staff by managers or other staff. The Union shall be consulted for its input before finalizing the policy. The creation of the policy will involve representation from both local Union and management, the CEP National Representative and the VP of Human Resources.

1604 **Union Activity**

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

1605 **Personnel Files**

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

1606 **Disciplinary Interviews**

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

1607 **Notice of Discipline**

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

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

1608 **Copy to the Union**

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

1609 **Removal of Discipline**

Written letters of warning and reprimand shall be removed or deemed to be removed from an employee's personnel file 24 months from the date of issue. Records of suspension(s) shall be removed or deemed to be removed 30 months from the date of issue.

In the application of the above language, the time limit provisions will not apply should further discipline be imposed within the above-referred time periods. For added clarity, the disciplinary file will remain fully active in this instance for all progressive discipline purposes.

The foregoing will have no effect on the Employer's right to rely on past conduct beyond these time limits to establish that the employee knew or ought to have known the Employer's disciplinary rules. The Employer agrees not to use such reliance for the purpose of progressing disciplinary sanction(s) beyond what the specific conduct would warrant without consideration of the previous offence.

ARTICLE 17 – VACATION

1701 Amount of Paid Vacation

Employees shall accrue vacation time at the rate based on continuous fulltime service as identified annually on July 1st to be taken during the current calendar-based vacation year. For example, vacation earned between July 1, 2006 and June 30, 2007 would be taken between January 1, 2007 and December 31, 2007.

- Up to one year continuous services — 1 ¼ days paid vacation per month;
- One or more years of continuous service — 3 weeks paid vacation per year;
- Three or more years of continuous service — 4 weeks paid vacation per year;
- Eleven or more years of continuous service — 4 weeks plus one day paid vacation per year;
- Twelve or more years of continuous service — 4 weeks plus two days paid vacation per year;
- Thirteen or more years of continuous service — 4 weeks plus three days paid vacation per year;
- Fourteen or more years of continuous service — 4 weeks plus four days paid vacation per year;
- Fifteen or more years of continuous service — 5 weeks paid vacation per year;
- Sixteen or more years of continuous service — 5 weeks plus one day paid vacation per year;
- Seventeen or more years of continuous service — 5 weeks plus two days paid vacation per year;
- Eighteen or more years of continuous service — 5 weeks plus three days paid vacation per year;

- Nineteen or more years of continuous service — 5 weeks plus four days paid vacation per year;
- Twenty or more years of continuous service — 6 weeks paid vacation per year.

1702 **Vacation “Week” Defined**

In this article, a "week" of paid vacation shall be presumed to mean five (5) days of paid leave unless the employee is scheduled for full-time hours over less than five (5) days, in which case the number of days in a "week" of paid vacation shall be adjusted accordingly. The employee's full-time hire date will be used to calculate vacation entitlement.

1703 **Part-Time Employees – Vacation Pay**

Part-time employees receive 4% vacation pay on each paycheque. Part-time employees are entitled to statutory holidays and the statutory pay as outlined under the Employment Standards Act. Part-time employees are not entitled to any additional Employer floating holidays.

1704 **Where Paid Holiday or Illness Intervenes**

- a) An employee whose vacation time includes a recognized holiday(s) as defined in Article 1801 shall receive an additional day(s) of vacation.
- b) An employee who is ill or injured prior to commencing vacation may reschedule his vacation to a later date if the nature and severity of the employee's illness or injury will prevent the employee from making reasonable use of his vacation period. The Employer may require a satisfactory medical certificate verifying the nature, severity and duration of the illness or injury.

1705 **Scheduling of Vacation**

Each vacation group shall have an amicable method of vacation selection with a reasonable deadline, completed by Feb. 1 or such other date as may be determined by the Union-Management Committee.

The first two (2) weeks of an employee’s vacation entitlement in any calendar year will be scheduled by seniority.

Requests received after the deadline will be allocated on a first-come, first-served basis.

Requests for more than two (2) consecutive weeks will not be unreasonably denied.

1706 **Carry-Over of Vacation**

If at the request of the Employer an employee is unable to take his or her vacation in any year by Dec. 31, he or she shall be allowed to carry over such remaining vacation to be

taken not later than March 31 of the following year. Vacation may be carried forward to the next year only with mutual consent.

1707 **Rate of Vacation Pay**

Where an employee who is temporarily transferred to a higher classification for four (4) months or more goes on vacation during that temporary period, then the employee will receive vacation pay at the temporary rate.

ARTICLE 18 – PAID HOLIDAYS

1801 **Paid Holidays**

New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

Each employee is entitled to three (3) floating paid holidays in addition to the paid holidays recognized above. If an additional holiday is declared by government statute, the new holiday will also be recognized notwithstanding the three floating holidays.

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

1803 **Premium Pay for Working on a Paid Holiday**

a) Employees who are required to work on a Christmas Day shift shall be paid a minimum of a full day's pay at the rate of two-and-one-half times their straight-time rate instead of their regular pay, and shall be granted an additional day off.

b) Employees who are required to work on any other holiday shift shall be paid a minimum of a full day's pay at the rate of one-and-a-half (1.5) times their straight - time rate instead of their regular pay, and shall be granted an additional day off.

1804 **If Holiday Falls Upon a Day Off**

An employee whose regular day off falls on a recognized holiday shall receive additional day off at another date mutually agreeable between the Employer and the employee.

1805 **Overnight Shifts**

Holiday shifts shall be those shifts which start within the twenty-four (24) hours that constitute the day of the holiday. No employee shall be compensated under this article for more than one (1) such shift per holiday. In the event that an employee works two (2) shifts starting within the twenty-four (24) hours of the holiday, only the shift of which the greater number of shift hours fall within the twenty-four (24) hours of the holiday shall be paid for or compensated for as a holiday shift. The Employer shall not artificially alter start times or lengths of shifts in order to amend the effect of this article.

1806 **Observance of Non-Christian Holy or Spiritual Days**

Employees who are members of non-Christian religions shall be entitled to absent themselves from working on their holy or spiritual days, provided one (1) month's notice is given to the Editor-in-Chief (and the manager responsible for scheduling) of the need to do so. Wherever possible, this shall be accomplished by using a vacation day, a floating day or other day which is owed. If no such days are owed, the employee may take the day off without pay. The employee shall not receive a greater benefit as a result of this clause. If the Employer is required to reschedule another employee to accommodate this time off, the Employer will not be liable for any shift-change financial penalties to the impacted employee.

ARTICLE 19 – BENEFITS

1901 All current fulltime bargaining unit employees who are enrolled in a Sun Media benefits plan will maintain their enrolment in their current plan and have the same plan-switching options as non-unionized employees. Plan B is closed. Bargaining unit employees enrolled in these plans shall be subject to any changes that are made to these plans in the same manner as are non-unionized employees. Plan enrolment changes are effective January 1 of each year.

All new full time bargaining unit employees or full time employees not currently enrolled in a benefits plan, will enrol in the new Sun Media unionized benefit plan (Plan E).

The new Sun Media unionized benefits plan is the current Sun Media benefits plan known as Plan B, except that the following modifications will be made to Plan B:

- Short Term Disability (STD) benefit will be paid at 75% of salary. The benefit period will be 16 weeks. Long Term Disability (LTD) elimination period will be 17 weeks.
- The waiting period for all benefits will be 3 months.
- For the first three years of employment, the premium cost sharing will be 50% Employer paid and 50% Employee paid for all benefits with the exception of LTD which will be 100% Employee paid. After three years of employment , the premium cost sharing will be 65% Employer paid and 35% Employee paid with the exception of LTD which will be 100% Employee paid.

ARTICLE 20 – PENSION

2001 The Employer proposes the following Retirement Plan for the unionized employees of Sun Media:

All current bargaining unit employees who are enrolled in a Sun Media retirement plan will maintain their enrolment in their current plan. If a current bargaining unit employee wishes to switch the retirement, they shall only be able to change their enrolment into the new Retirement Plan for unionized employees of Sun Media Corporation.

All new bargaining unit employees and current bargaining unit employees not currently enrolled in a retirement plan will only have the option of joining the new Retirement Plan for unionized employees of Sun Media Corporation.

The new Retirement Plan for unionized employees of Sun Media Corporation will be the 1986 Retirement Plan for the Employees of the London Free Press that will be amended and renamed the Retirement Plan for the unionized employees of Sun Media Corporation.

Highlights of the Plan

Plan Type: Defined Benefit Plan based on final average earnings (best five).

Retirement Income Formula: 1.25% of final average earnings up to the final average YMPE, plus 1.75% of final average earnings in excess of the YMPE.

Employee Contributions: 3.5% of earnings up to the YMPE, plus 5.0% of earnings in excess of the YMPE.

Normal Retirement Age: 65

Early Retirement Age: 55

Early Retirement Reduction: 5% per year before age 65.

Indexation: 50% of CPI after retirement, not more than 8%.

Normal Form of Pension: Guaranteed 5 years.

Full time Eligibility: 1 year waiting period. Plan enrollment is voluntary.

Employees who initially opt out on their enrolment could join every January 1.

Part time eligibility: Part time employees may participate in the retirement program after two consecutive calendar years of either earning 35% of the YMPE or working 700 hours. Enrolment occurs on the January 1 each year.

ARTICLE 21 – SEVERANCE PAY

2101 An employee who is laid off from work, voluntarily or not, is entitled to receive severance pay under this Agreement. The amount of such severance pay shall be one (1) week's regular salary for each five (5) months of service or major fraction thereof, plus one extra week's pay for employees with five years continuous service or less, to a maximum of seventy-eight (78) weeks. Such severance pay shall be paid on a lump sum basis, divided into two payments in different calendar years at the request of the employee.

2102 If a laid-off individual is recalled to work before the expiry of the number of weeks of severance pay paid for, the unearned severance pay shall be refunded to the Employer. Reasonable terms shall be arranged if required by the employee.

2103 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 in severance pay.

2104 There shall be no duplication or pyramiding of severance pay under the provisions of the Employment Standards Act. If severance pay is required to be paid under the Employment Standards Act, the amount of severance paid or payable under this Agreement shall be reduced by the amount of such statutory severance pay.

2105 **Maintenance of Group Insurance**

An employee who is laid off may continue to participate in the Employer's group medical and dental plans for the duration of the severance period if the employee elects to pay his or her share of the premiums.

ARTICLE 22 – WORK-RELATED EXPENSES

2201 **Authorized Expenses**

The Employer shall reimburse an employee for all authorized expenses incurred in the service of the Employer and not specifically addressed in the rest of this Article. The Employer's authorization shall not be unreasonably withheld.

2202 **Meals**

The Employer shall compensate employees for travel-related meals at the daily rate of \$45 within Canada and \$55 (Cdn.) outside of Canada. However, in special circumstances, authorized expenses incurred in the service of the Employer in excess of the amounts above, and not specifically addressed in the rest of this Article, may be authorized in lieu of the amounts above, but not both. Partial days will be reimbursed at the appropriate corresponding rate.

2203 **Car Allowance**

Full-time photographers will receive a car allowance of \$400 per month and the use of a gasoline card. These allowances will continue during STD and maternity leave. The gasoline card may not be used by employees during any absence, including vacation period.

2204 **Kilometre Rates and Gas Card Usage**

The Employer shall provide a business mileage rate or 39 cents per kilometre to employees not already receiving car allowances or the use of an Employer gas card. This payment is only for those authorized to use their automobile in the service of the Employer and does not include travel to and from work. Employees who qualify for this payment must keep a log of their work-related mileage.

LOU: Gas cards will be provided with annual litre limits as follows:

Photographers

4,800 litre annual limit: Errol McGihon, Tony Caldwell, Sean Kilpatrick, Blair Gable, Andrew Wilson.

Columnists/Writers

4,200 litre annual limit: Earl McRae, Don Brennan, Bruce Garrioch, Chris Stevenson

This provision will be reviewed from time to time.

2205 **Collision Deductibles**

The Employer shall reimburse an employee for collision deductibles paid by the employee for an accident that occurs while discharging his or her duties, and where the employee is not convicted of a traffic infraction. The maximum will be \$500 per occurrence.

2206 **Parking**

The Employer shall continue its practice of parking-expense reimbursement for authorized assignments.

2207 **Camera Equipment And/Or Allowances**

The Employer shall provide all camera equipment it deems necessary to employees.

2208 **Cell phones**

Employees who regularly use their personal cell phones in the performance of their jobs will be reimbursed for 50% of their monthly bill up to \$30 per month. The Employer will compensate employees for business usage over the maximum only with management's pre-approval.

2209 Employees who are asked and agree to file stories, photographs, blogs or other publishable content from an event they are attending on their own time, or while on vacation, shall be compensated for usual approved expenses and necessary straight-time or time in lieu.

ARTICLE 23 – PROFESSIONAL ISSUES

2301 Promotional/ Advertorial Content

An employee shall not be required to create, photograph or edit Editorial content for advertising or advertorial purposes. Special sections are deemed not to be advertorial where the reporting follows similar guidelines to that of the regular newspaper. An employee may be required to create, photograph or edit Editorial content for promotional purposes. When this is required, the Employer will seek to assign an intern or the most junior staffer available. The creator of promotional or advertorial content may request to have his byline or credit line withheld.

2302 Liability

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

2303 Byline, Credit Line

An employee's byline or credit line shall not be used over his or her protest except for columns. Bylines or credit lines shall not be unreasonably withheld. Whenever substantial changes are made in a writer's story, the Employer will make a reasonable effort to discuss with the employee the proposed changes prior to publication, failing which the byline or credit-line shall not be used. If after discussing the issue there is disagreement, the byline shall not be used over his or her protest.

2304 Except where libel or legal action has been threatened or appears probable, the Employer will not publish a correction, apology, or letter-to-the editor in respect to an employee's work until a reasonable effort has been made to discuss the matter with the employee. To do this the Employer shall attempt to contact the employee by telephone and e-mail prior to the publication of such correction, apology or letter to the editor. (This article is not intended to cover differences of opinion expressed in letters to the editor.)

2305 Disclosure of Sources

- a) No employee shall be required by the Employer to give up custody of or disclose any knowledge, editorial content, information, notes, records, documents, films, photographs or tapes or the sources thereof to any party other than the Employer. The Employer agrees that the foregoing shall not be released to any other party without discussing the matter with the employee.
- b) If the employee is proceeded against under law on account of his or her refusal to surrender or disclose or authenticate to any party other than the Employer and when the Employer concurs with the position of the employee in this matter, the Employer shall abide by Article 2302.

2306 **Outside activity**

Employees shall be free to engage in any activities outside of working hours. The Employer may restrict such activities if they consist of service performed in direct competition with the media properties of Quebecor Media or affiliated companies, and result in a conflict of interest with respect to the employee's duties with this media Employer.

2307 The Employer may continue to accept freelance editorial content from bargaining unit employees. Should any part of this work become part of the employees normal workload, the Employer will adjust the workload accordingly.

2308 **Educational Self-Improvement**

The Employer may reimburse an employee, upon successful completion of an educational course, at least 50% of tuition costs for educational courses directly related to his career or other jobs within the bargaining unit. Only written requests, approved in advance by the Editor-in-Chief or designate, will be reimbursed. Such approval will not be unreasonably withheld.

ARTICLE 24 – PART-TIME AND TEMPORARY EMPLOYEES

2401 a) For the purposes of this Agreement, a part-time employee shall mean one who regularly works not more than 80% of the normal work week.

b) A part-time employee who averages more than 80% of a full time work week over a 52 week period, excluding vacation time and paid holidays taken (equal to a maximum of their entitlement) shall be deemed to have become a full – time employee.

c) The Employer shall provide, upon request by the Union, a list of weekly hours worked by each part-time employee.

2402 **Part-Time Benefits**

a) Part-time employees may participate in the retirement plan after two consecutive calendar years of either earning 35% of the YMPE or working 700 hours. Enrolment occurs on January 1st of each year.

b) Part-time employees may participate in the Employer's current part-time benefits plan that was in place prior to the Collective Agreement. Part-time employees who have averaged no less than 15 hours of work per week for the previous 52 weeks shall become eligible to participate in the plan. To clarify, this plan includes medical, dental and group life coverage. The premium cost sharing for the part-time benefit plan will be 50% Employer paid and 50% employee paid.

2403 In calculating experience for the purpose of regular step-up wage increases, part-time employees shall be credited with their actual hours worked. The conversion of hours

worked shall be (equal to the number of hours worked for by a full time employee) for each one year step.

2404 **Assignment of Work**

- a) The Employer shall assign unscheduled shifts to part-time employees in the same job classification in a fair manner and subject to operational and competitive needs. This shall apply to opportunities to perform full-time temporary assignments.
- b) The Employer shall reduce hours among part-time employees in the same classification in the same manner.

2405 **Temporary Employees**

- a) To cover a leave of absence for the duration of the leave. In the case of coverage of leaves of absence of thirty (30) calendar days or more (if required by the Employer) all qualified part-time employees shall first be offered such temporary positions.
- b) To cover an absence due to maternity, parental, sickness or disability for the duration of the absence up to a maximum of twenty-four (24) months.
- c) To cover vacation absence for a maximum continuous period of five (5) months and for not more than six (6) months in total within any calendar year.
- d) For special projects for a six (6) month period or longer, if mutually agreed between the Union and the Employer.
- e) Where a temporary employee is filling a leave under sub-paragraphs a), b) or d) above, the incumbent shall be permitted to participate in the group part-time benefits plan after one (1) year of employment. The Employer may extend part-time benefits to the temporary employee prior to one (1) year of employment, and shall notify the Union in these circumstances.
- f) The Union shall be notified in writing of the hiring of a temporary employee and expected duration and the reason for the temporary position. A temporary employee whose services are no longer required or whose term has expired may be terminated upon two weeks notice in writing to the employee.
- g) A sequence of temporary appointments shall not be used to displace or avoid the hiring of a full time employee.

2406 **Temporary Employee Benefits**

Temporary employees shall be covered by this Agreement except Articles 7, 8, 9, 10, 11, 15, 19, 20 and 21.

2407 Temporary employees shall not establish seniority under this Agreement. However a temporary employee who has completed more than 90 days of service and is subsequently hired part-time or full time shall, after completing a probationary period of

30 days, have immediate prior temporary service recognized.

ARTICLE 25 – WAGES

2501 Experience Rating Upon Hire

The Employer shall hire new employees at rates no less than the starting rate for each classification and may, at the Employer’s discretion, establish the new employee at a higher rate on the appropriate classification wage grid on the basis of experience and reputation.

2502 Classifications and Rates

CATEGORY A (Columnist, Reviewers)

	<u>Jan. 1/07</u>	<u>Jan. 1/08</u>	<u>Jan. 1/09</u>	<u>Jan. 1/10</u>
	\$1,050	\$1,071	\$1,092.42	\$1,114.27
	1,000	1,020	1,040.40	1,061.21
Start	950	969	988.33	1,008.15

CATEGORY B1 (Editors, Central Desk, universal Desk)

	<u>Jan. 1/07</u>	<u>Jan. 1/08</u>	<u>Jan. 1/09</u>	<u>Jan. 1/10</u>
	\$ 900	\$ 918	\$ 936.36	\$ 955.09
	875	892.50	910.35	928.56
	850	867	884.34	902.50
Start	825	841.50	858.33	875.50

CATEGORY B2 (Reporters, Photographers)

	<u>Jan. 1/07</u>	<u>Jan. 1/08</u>	<u>Jan. 1/09</u>	<u>Jan. 1/10</u>
	\$ 900	\$ 918	\$ 936.36	\$ 955.09
	850	867	884.34	902.03
	800	816	832.32	848.97
	750	765	780.30	795.41
	700	714	728.28	742.84
Start	650	663	676.26	689.79

- 2007: 2% raises effective date of ratification OR one-time adjustments**
- 2008: 2% increase on actual wages, grid placement for those who qualify**
- 2009: 2% increase on actual wages, grid placement for those who qualify**
- 2010: 2% increase on actual wages, grid placement for those who qualify**

2503 Job Classifications

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

ARTICLE 26 – TERM OF CONTRACT

2601 This Agreement shall become effective (except as provided herein) on (January 1, 2007) and shall expire on (December 31, 2010). It shall be binding upon the successors and assigns of both parties.

2602 **Renewal**

Within ninety (90) days prior to the termination of this Agreement, the Employer or the Union may open negotiations for a new Agreement to take effect upon the expiry of this present Agreement. During negotiations all other terms and conditions of the Agreement shall remain in effect until the Agreement has been lawfully terminated.

LETTERS OF UNDERSTANDING

RECOGNITION (ARTICLE 101)

The following positions are exempt from the bargaining unit: Editor-in-Chief, Managing Editor, Assistant to the Editor-in-Chief, Assistant Managing Editor, News Editor, City Editor, Deputy City Editor (1), Sports Editor, Showbiz Editor, Comment Editor, Online Editor, Chief Librarian. Content produced by the Valley reporter/columnist is work exempt from the bargaining unit. Work performed by the National Bureau of Sun Media is not bargaining unit work.

TRAINING

Training in work-essential software and other technologies will be supplied in a timely and equitable way to all employees in the relevant job classification.

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

Over 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 editing for the Web and posting content to the Web.

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

The Employer will meet with the Union at the Union's request to review and discuss the training needs of its staff. There will be no premiums paid for multi-media work.

COLLECTIVE BARGAINING (ARTICLE 304)

Notwithstanding Article 304, the Employer agrees that in order to expedite the negotiation of a new Collective Agreement, when up to three (3) bargaining unit employees are granted time off from their regularly scheduled shifts to attend meetings with the Employer for the purpose of the aforementioned negotiations, the Employer will pay such bargaining unit employees for such time off at their regular salary rate and the Employer will not ask the Union to reimburse the Employer for this expense. Such payment by the Employer as noted above shall not include overtime hours. The Employer and the Union agree to split meeting room costs during bargaining.

MAILBOX, E-MAIL, AND BULLETIN BOARD (ARTICLE 305)

Use of Employer communications tools is intended to facilitate communications with members. The posting or transmission of content that could reasonably be considered a personal attack is inappropriate. Nothing in the foregoing shall preclude expressions of legitimate differences of opinion. As a courtesy, the Union will provide the Editor-in-Chief with a copy of posted material.

CONSECUTIVE DAYS OFF (ARTICLE 1402)

Work scheduling is closely tied to quality of life. The parties will meet within 30 days after ratification to begin talks regarding cross-training of content providers and content editors to allow more flexibility in work scheduling. The goal is to create a larger pool of trained journalists from the existing staff to perform the work required. This will allow the burden of unfavourable shifts to be more equitably distributed. Acting pay will not apply to this form of flex-scheduling.

REST PERIODS (ARTICLE 1411)

Given the reality of the news environment, it is usually not practical to schedule defined breaks and that the practice of flexible, fair and reasonable accommodation of employee breaks shall be the norm. Everyone should understand "fair and reasonable" on breaks wouldn't exceed, on average, the cumulative total of the 15-minute morning, 15-minute afternoon breaks.

BEATS (ARTICLE 1503)

The establishment of new "specialities" or the changing of existing specialities of general assignment reporters (example, Health reporting) should be communicated by management to staff through email in order to inform and gauge interest. There will be no mandatory interview process or timetable for the communication of these specialities.

KILOMETRE RATES AND GAS CARD USAGE (ARTICLE 2204)

Gas cards will be provided with annual litre limits as follows:

Photographers

4,800 litre annual limit: Errol McGihon, Tony Caldwell, Sean Kilpatrick, Blair Gable, Andrew Wilson.

Columnists/Writers

4,200 litre annual limit: Earl McRae, Don Brennan, Bruce Garrioch, Chris Stevenson

This provision will be reviewed from time to time.

PROMOTIONAL/ADVERTORIAL CONTENT (ARTICLE 2301)

While an employee may not be required to produce content for advertorial sections, the Sun may re-publish that content in advertorial sections as needed. The employee will be informed of the Employer's intention to re-publish the work to allow them the opportunity to withhold their byline or credit line.

OUTSIDE ACTIVITY (ARTICLE 2306)

An employee who is in a potential conflict shall declare it to the Editor-in-Chief as soon as possible for discussion. The changing media landscape may mean that activities once deemed not to be in conflict may become so.

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