

COLLECTIVE AGREEMENT

BETWEEN

**THE STRATFORD BEACON HERALD,
A DIVISION OF SUN MEDIA CORPORATION**

AND



SOUTHERN ONTARIO NEWSMEDIA GUILD

Effective January 1, 2013 until December 31, 2016

NEWSROOM

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Local History

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

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

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

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

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

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

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

The First Contract

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

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

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

Those goals continue to motivate this union.

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

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

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

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

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

The first strike in the young local's history took place at the Racing Form in July of 1951. It lasted all of 30 minutes. All 13 members went on strike when the employer refused to implement wage increases that had been negotiated. They returned to work with guarantees that all members would get their increases and they did.

The First Strike

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

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

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

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

Newspaper publishers were outraged, but the strike was settled soon after. A second strike in Oshawa was also long and difficult in 1995 and created the local union's first strike paper operating in competition with the Times. At the end of the strike neither paper survived.

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

The union honoured Tate by creating a journalism scholarship in his name.

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

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

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

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

Growth in the 60s, 70s

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

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

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

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

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

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

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

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

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

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

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

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

Going Canadian

Throughout the period of expansion in the 1990's, the leadership of SONG became increasingly frustrated with the lack of attention and service that the Newspaper Guild's Washington head office was providing to Canadians. After a long and unsuccessful campaign for more Canadian autonomy within the Guild

international, SONG members voted in 1994 to sever ties with The Newspaper Guild. Shortly afterwards, SONG affiliated with the Communications, Energy and Paperworkers Union of Canada (CEP), an all-Canadian union and Canada's largest media union.

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

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

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

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

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

Expanding Beyond Southern Ontario

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

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

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

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

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

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

THIS AGREEMENT is made and entered on this 5th day of April 2013 between The Stratford Beacon Herald, a division of Sun Media Corporation, hereinafter known as the Employer, and Unifor Local 87-M, Southern Ontario Newsmedia Guild, hereinafter known as the **Union**.

ARTICLE 1 – RECOGNITION AND COVERAGE

1:01 This agreement covers all employees of the Stratford Beacon Herald, A Division of Sun Media, working more than twenty-four (24) hours per week, engaged in the news and photography departments wherever located save and except the publisher, associate publisher, managing editor, city editor and confidential secretary to the publishers and students employed during the school vacation or as part of co-op programs.

ARTICLE 2 – UNION MEMBERSHIP/DUES DEDUCTIONS

2:01 All employees who are members of the Union and in good standing shall remain members for the duration of this Collective Agreement.

2:02 Employees will become members of Unifor Local 87-M, Southern Ontario Newsmedia Guild, and will pay membership dues as a condition of employment. The Employer agrees to deduct bi-weekly from the wages of the employees covered by this agreement such union dues as the Union advises the Employer are due from such employees, and to remit such monies to the Union by the 15th day of the month following the month such monies were deducted from the employees. Newly hired employees shall pay union dues effective with their first pay.

2:03 The Union recognizes the need and the Employer's right to afford the opportunity to students from schools of journalism to work for periods in the newsroom as part of their journalism training. These students shall not be considered employees. No more than one shall be employed at any one time, and they shall not continue working beyond the normal work-term period at the respective schools.

2:04 The Employer shall notify the Union local in writing of the name, address, phone number, starting wage, starting date and classification of any proposed new employee within ten (10) working days of the person being hired for the position. The Employer will notify the local union head office

of any changes to an employee's address, phone number, job classification and employment status within fifteen (15) business days.

2.05 HUMANITY FUND

- a) The Employer shall deduct biweekly \$0.01 per hour for all regular hours worked from the wages of employees covered by this collective agreement. The employer shall remit these funds annually as provided in subparagraph (e) below.
- b) The monies so deducted shall be remitted annually to the charitable foundation known as the CEP Humanity Fund no later than the fifteenth (15th) day of August. 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 the fifth week following ratification of the Agreement.
- d) It is understood that participation in the program of deductions 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. After that date, participants may request withdrawal in a letter to the Director of the Humanity Fund.
- e) All such employee contributions shall be recorded on the employee's T4 form.

ARTICLE 3 – UNION REPRESENTATION

- 3.01 There shall be no dismissal or other discrimination against an employee because of their membership or participation in the lawful activities of the Union.
- 3.02 With the permission of the immediate supervisor a union executive or shop steward may leave their work duties without loss of pay for a reasonable period of time to devote to the prompt handling of a grievance or complaint.

3.03 UNION COMMUNICATIONS

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. It is understood that the use of these company communication tools is intended to facilitate communications within the bargaining unit and is not meant to be used as a forum for personal attacks. All communications are to be with bargaining unit members or management only.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 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 Beacon Herald of Stratford 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.
- 4.02 **Bargaining Unit Work:** The Employer shall not assign bargaining unit work to any employee outside the Bargaining Unit except to the extent that has been previously assigned as of May 10, 2011.
- 4.03 **Freelance:** Except under extraordinary circumstances, the employer shall not publish editorial content submitted by independent contractors or volunteers (excluding students) 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, frequency of contribution, proximity, timeliness, specialized knowledge and significant competitive advantage for the newspaper.

It is agreed on a without-prejudice and go-forward basis that Article 4.03 shall not restrict the Company from assigning or accepting any editorial content generated by freelancers, independent contractors or volunteers that was assigned or accepted as of April 5, 2013. Nor does it restrict the Company from assigning or accepting new forms of similar content (that which is outside the core content of the publication) as long as the overall proportion of freelance contribution does not increase beyond that which existed on April 5, 2013. For purposes of this article, core content shall include the major sources of news in the community, including but not exclusive to the coverage of city government.

It is understood that submissions from citizen journalists must satisfy the criteria of infrequent contribution, plus enterprise or first person voice.

Bargaining unit members will be notified of and considered for any new or renewed freelance assignments

ARTICLE 5 – DISCIPLINE AND DISCHARGE

- 5.01 **Removal of Discipline:** It is agreed that written letters of warnings and reprimands shall be removed or deemed to be removed from an employee's personnel file eighteen (18) months from the date of issue. Records of suspension shall be removed or deemed to be removed twenty-four (24) months from date of issue.
- 5.02 **Just Cause:** An employee may only be discharged for just and sufficient cause. An employee discharged under this section shall have immediate recourse to the grievance and arbitration procedure to challenge the fairness of any reason given for his/her dismissal.
- 5.03 **Probation:** New employees shall be considered probationary employees during the first three months of employment. Such probationary period may be extended on agreement reached with the Union. Termination of a probationary employee shall not be subject to the grievance procedure of this Agreement, but continuation of employment beyond the probationary period shall entitle the employee to seniority from the date of employment and all applicable benefits of the agreement.
- 5.04 **Human Rights:** The Company, the employees, and the Union agree to comply with the Ontario Human Rights Code in all respects. 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.

ARTICLE 6 – GRIEVANCE AND ARBITRATION PROCEDURE

- 6:01
- a) Grievance means any difference between the parties bound by the Agreement concerning its interpretation, application or alleged violation thereof.
 - b) Employees will have union representation in any grievance or disciplinary meeting. Representatives of the union shall include shop steward at the first step and may include any officer of the union or shop steward at further steps.
 - c) Efforts to resolve grievances, up to but not including arbitration, shall be made on company time. The grievor(s) may be present for any formal meeting throughout the grievance and arbitration procedure. Meetings will be scheduled taking into consideration operating issues and will not hamper the efficiency of the paper.
 - d) The following grievance procedure shall be observed:

Step 1: An employee, accompanied by the shop steward, shall within thirty (30) days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the grievor, raise the matter orally with the employee's immediate supervisor. The supervisor shall reply to the grievance within seven (7) days.

Step 2: If the employee is not satisfied with the outcome of the discussions described in Step 1 above he/she may proceed to the second step of the grievance procedure. In such cases, the employee, accompanied by a union representative, will within nine (9) days of the reply at Step 1, present the grievance in writing to the Publisher. The grievance shall be answered in writing within seven (7) days of receipt of the grievance.

Step 3: If the two parties are unable to agree at the second step, then the party raising the grievance may refer the matter, including any dispute as to whether the matter is abatable, to arbitration within twenty-one (21) days of the reply in Step 3.

- e) In general, it is intended that grievances which are not resolved by Step 3 shall be submitted to a single arbitrator. However, either party may elect to submit a grievance to an Arbitration Board of three members, in which case the other party shall comply. The referral to arbitration shall include a list of names for a single arbitrator or the name of a nominee to the arbitration board of the party requesting arbitration. The recipient of the referral shall, within ten (10) days, notify the other party in writing of its acceptance of one of the proposed arbitrators, or submit its own list of single arbitrators, or in the case of establishing an arbitration board, submit its nominee to the arbitration board. Policy grievances by the Union and Company shall be tabled at Step 2. Either party will have the right to request expedited arbitration.
- f) The parties shall endeavor within ten (10) days to agree upon a single arbitrator, or in the case of an arbitration board, the nominees shall endeavor to agree on a chairperson for the arbitration board, and where a single arbitrator or a chairperson cannot be agreed to or where either side fails to appoint a nominee to an arbitration board, the Ministry of Labour of Ontario may be asked to make the appointment.
- g) The Board of Arbitration or single arbitrator shall convene a hearing as soon as possible to hear and determine the matter. The arbitrator or board shall issue a decision and the decision shall be final and binding upon the parties and upon any employee and employer affected by it. In the case of an Arbitration Board, the decision of the majority is the decision of the board, but if there is no majority decision, the decision of the Chair shall govern.
- h) Each party shall pay the fees and expenses of its appointee to an Arbitration Board and the Employer and the Union shall each pay one-half of the fees and expenses of the Chair or the single arbitrator.
- i) By mutual agreement between the Employer and the Union, and in the case of an Employer or a Union grievance, or in the case of a

grievance involving discharge of an employee, the processing of a grievance may begin at Step 2.

- j) It is intended that grievances shall be processed as quickly as possible. If the grieving party does not appeal the grievance to the successive stage within the specified appeal time limit, the grievance shall be deemed to be abandoned and shall not thereafter be reinstated. If the responding party does not answer the grievance within the specified answer time limit for each stage, then the grievance shall automatically proceed to the next higher stage.
- k) Time limits in this article may be extended by mutual agreement. In all cases, "days" means calendar days.

ARTICLE 7 – SENIORITY, LAYOFF AND RECALL

7.01 **SENIORITY DEFINED** -- Seniority shall mean continuous service in the bargaining unit. Notwithstanding the above, continuous service for the purpose of vacation and severance entitlements shall include all service with Sun Media properties.

Seniority for part-time employees shall accrue on the basis of hours worked.

There shall be one (blended) seniority list for full and part-time employees.

Existing seniority up to April 18, 2013 (ratification date) shall be grandfathered at the hire date for members of the bargaining unit but, going forward, seniority for purposes of layoff (but not vacation and benefits) shall accrue on a pro-rated basis for part-time employees based on hours worked.

7:02 **LAYOFF** - When it becomes necessary to decrease the force or the hours of work in a classification, such decrease or reduction shall be accomplished by discharging first the person or persons with the least seniority, or first decreasing the hours of the person or persons with the least seniority. Should there be an increase in the force or hours of work, the person displaced or who had their hours reduced through such cause, shall be reinstated or have their hours increased in reverse order for which they were discharged or had their hours decreased before any

other help may be employed. Upon demand, the Employer shall give the reason for the discharge in writing.

- 7.03 In recognition of the Employer's responsibility for efficient operations it is understood and agreed that the ability to perform the situation is essential and shall apply in a layoff, in a recall, promotion and demotion.
- 7.04 **BUMPING** - An employee in a classification being reduced in number may elect to go into a lower classification at the highest rate for that classification, provided that he/she is qualified for the work required and that his/her total service with the Employer exceeds that of another employee in the lower classification who becomes the employee to be laid off.
- 7.05 **NOTICE OF LAYOFF** -- Not less than three weeks notice shall be given to the union and the employees affected.
- 7.06 **RECALL** -- Employees will be recalled to work in the reverse order from that in which they have been laid off, provided they are qualified for the work required and provided, however, that such recall takes place within eighteen (18) months from the date of layoff. Upon being so recalled an employee shall within seven days notify the employer in writing of the employee's intention to return to work and within an additional seven days report to work. The Employer agrees to advise the employee of such recall in writing with a copy of the notice to the union.
- 7.07 The Employer will accept voluntary layoffs from other employees in the classification(s) involved in lieu of those identified to be laid off provided those remaining are qualified and able to perform the work required. The Employer will have the sole ability to either accept or reject the request for voluntary resignations. It is understood that those who voluntarily resign will thereby waive their recall rights. The number of layoffs will be reduced by the number of voluntary resignations from the classification.
- 7.08 Any employee who refuses a position in the classification from which they are 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 (two months or less) without affecting their recall rights.
- 7.09 **SENIORITY DURING LAYOFF** - During a layoff, seniority will be frozen. If the employee is recalled to regular employment, seniority will be restored to the frozen level. An employee on the recall list shall have the option of buying his/her medical benefits for the period he or she is on the list.

- 7.10 **NOTICE OF RECALL** - Notice of recall may be done by telephone; if the employee is not available by telephone, notice will be sent by registered mail. The union will be notified of the recall by registered mail.

ARTICLE 8 – UNION LEAVE

8:01 Bargaining Team Leave

The Employer shall allow up to four (4) employees (one each from Advertising, Editorial, Composing and the Mailroom) time off 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 committee members their regular salaries and the Union agrees to reimburse the employer for this expense.

8.02 Council and Conference Leave

There shall be no loss of seniority or continuous service where a leave of absence is necessary for an employee to attend a Union meeting or Union business on behalf of Local 87-M, Southern Ontario Newsmedia Guild. Such leave shall not be withheld without just and sufficient cause.

8:03 Full-Time Union Officers

The Employer will grant an employee a leave of absence without pay or benefits to work in an official full-time capacity for the Union, the Canadian Labour Congress or the Ontario Federation of Labour. During this time period, the employee will continue to accrue bargaining unit seniority and advance on the wage grid. Pension plan service shall only accrue if the Employer's contributions are paid by the labour organization. The employee must give the Employer one (1) month notice in writing of such a leave, or of an election that may lead to the need for such a leave and, if operational concerns require it, up to two (2) weeks more notice after the election. No more than one (1) employee may be absent on this leave at any one time.

8:04 Effect on Seniority

For leaves of one month or less in duration, there shall be no interruption of seniority, benefits, short-term sickness protection, pension plan contributions or time worked for the purpose of vacation.

For authorized union leave, greater than one month's duration, there shall be no interruption of seniority or service. The employer will allow the

employee to participate in the group benefits (excluding sick days and short term disability) and pension plans on the condition that the Union reimburse the Employer for the full amount.

ARTICLE 9 – BEREAVEMENT LEAVE

9:01 In case of bereavement, five (5) days off with pay will be allowed if the deceased is an employee's spouse, including same-sex and common-law spouse, child, step-child, parent or step-parent; three (3) days off with pay allowed if the deceased is an employee's sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren; and one (1) day off without pay if the deceased is an employee's (or employee's spouse's) uncle, aunt, niece or nephew. (A common-law spouse is one that has cohabited with an employee for at least three months.)

ARTICLE 10 – GENERAL LEAVE

10.01 Leaves of absence without pay may be granted by the Beacon Herald for good and sufficient cause. An employee requesting a leave absence without pay shall state the reason timing and duration of the proposed absence. Such absence shall not be unreasonably withheld, but will always depend upon operational concerns.

An employee's seniority and service shall not accrue for any purpose and coverage under the group benefits plan shall be suspended for the duration of the leave unless otherwise agreed by the parties.

ARTICLE 11 – PREGNANCY AND PARENTAL LEAVE

11.01 For authorized pregnancy or parental leave, the provisions of the Employment Standards Act shall prevail.

ARTICLE 12 – HEALTH AND SAFETY

12:01 The Employer agrees to furnish a clean, healthful, sufficiently ventilated, properly heated and lighted place for the performance of all work of the newsroom and photography department, and all machines or apparatus

operated in the newsroom and photography department or in the rooms adjacent thereto from which dust, gases or other impurities are produced or generated, shall be equipped in such a manner as to protect the health of the employees.

ARTICLE 13 – INFORMATION

13:01 The Employer shall supply to the Union, whenever any additions occur, the starting date and experience rating of the employees in the bargaining unit.

ARTICLE 14 – HOURS OF WORK

14:01 Effective Jan. 1, 2006, employees required to work split shifts shall receive as compensation a premium of \$15.00.

14:02 A split shift shall be defined as one which has a break of two (2) hours or more between two regularly scheduled periods of work totaling seven hours or more, where the latter period commences at 4 p.m. or later and extends beyond 6 p.m.

14:03 The company assures the Union that it will do its best to ensure eight hours between the end of one shift and the beginning of another.

14.04 **OVERTIME:** Except as referred to in 14.06, overtime shall be paid at time and one half (1-1/2) for all hours worked over seven and one half (7-1/2) hours in any one day or the equivalent time off on the basis of time and one half (1-1/2), given within a two-week period.

In the event overtime is pre-authorized or requested by the company, the employee will have the option of receiving overtime pay or time in lieu. In the event the overtime was not authorized, the employee is only eligible for time in lieu. The only overtime that can be worked without being authorized is the unforeseen extension of a shift or work week due to a situation that was beyond the control of the company or the employee.

In the event an employee works overtime that is not authorized, the managing editor must be made aware of the time owing the next scheduled work day.

- 14.05 During the week a reporter is assigned to weekend coverage, overtime shall only be paid on hours over thirty-seven and one-half (37 1/2) per week and two days other than the weekend shall be given off for that week.
- 14:06 **WORK WEEK:** For the purpose of this Agreement, “week” shall mean a period of seven (7) consecutive days commencing Sunday at 12:01 a.m. An employee shall work five days during this work week on the basis of seven and one-half (7 1/2) hours per day, third-seven and one-half (37 1/2) hours per week.
- 14:07 The hours of the days shall be between 6 a.m. and 6 p.m.
- 14:08 **LUNCH PERIOD:** A lunch period of at least thirty (30) minutes and not more than one and one-quarter hours shall be allowed for each shift, such time not to be included in the number of hours specified for a day’s or a night’s work.
- 14:09 **FULL SHIFT:** No employee shall be employed for less than a full shift except when discharged for cause or excused at his/her own request.
- 14.10 An employee called back to work after having completed his or her scheduled work for the day and leaving the premises, shall receive a minimum of four (4) hours at the overtime premium. For clarity, a phone call to an employee who has left the workplace in order to clarify an issue or to correct an error shall not be considered a call-back.
- 14.11 The Employer will post work schedules of days and hours for scheduled employees at least two (2) weeks in advance of the week for which they apply. A manager will sign the schedule prior to posting to ensure that schedules are fair and meet the requirements of the Collective Agreement.
- 14.12 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 or on a shift which is different from the shift posted, 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. In these circumstances, personal preferences may not be accommodated.

Notwithstanding the foregoing, in the case of a shift change, the employee will receive the overtime premium for all hours, which are different than those originally scheduled. There will be a minimum payment of two (2) hours.

- 14.13 Unless waived by the employee, 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.
- 14.14 Taking into consideration the requirements and efficiency of operations and the wishes of the employees concerned, the employer shall make every effort to ensure that employees work no more than two weekends in each four-week period. For clarity, it is agreed that reporters may have split days off. Whenever possible, employees will be scheduled on a day off for the preceding or following week immediately prior to or immediately after a vacation period of a full week, subject to the wishes of the employee concerned. Notwithstanding the foregoing, employees shall be scheduled seven (7) consecutive days off for each week of vacation. For clarity, an employee who is required to work on a scheduled day off shall receive overtime premium for all work performed on that day with a minimum payment of four (4) hours of overtime premium.

ARTICLE 15 - VACATION

15:01 Employees shall receive annual paid vacation on the following basis:

After one (1) year's service	two (2) weeks
After three (3) years	three (3) weeks
After seven (7) years	four (4) weeks
After sixteen (16) years	five (5) weeks
After twenty five (25) years	six (6) weeks,

Employees in their first calendar year of employment will receive vacation with pay for that year at the rate of 1 day for each month's service to a maximum of ten (10) days.

15:02 The third, fourth, fifth and sixth week of vacation shall be taken so as not to interfere with the regulation vacation period and with the approval of the managing editor.

- 15:03 All employees will be asked to fill out a vacation schedule at the beginning of each year. The Employer agrees that where a conflict occurs in the scheduling of vacation between employees, seniority shall govern; however, after vacations have been confirmed, no bumping will occur even where seniority is a factor.
- 15.04 It is management's responsibility to ensure that vacation entitlement is scheduled and used within the vacation year of January 1st to December 31st. With management approval, vacation of up to 5 days may be carried over to the next year providing it is used by March 31st.
- 15.05 Employees will take vacation in the year they earn it with the understanding that if an employee leaves the Company for any reason, other than involuntary layoff, and has not earned all the vacation time they have taken, the Company will deduct such amounts from any outstanding monies. If the amount to be reimbursed is greater than the outstanding monies, the employee shall agree to reimburse the employer with terms that are mutually acceptable.
- 15.06 If an employee is involuntarily laid-off, and has taken more vacation in that year than is earned at the time of layoff, they will be required to reimburse the Company 50% of the unearned vacation from any outstanding monies, including severance pay.

ARTICLE 16 - HOLIDAYS

16:01 The following shall be recognized as paid holidays:

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

An employee shall be entitled to one (1) floating holiday with pay per year. This holiday shall be taken at a time mutually acceptable to the employee

and the employer. An employee shall not be entitled to take pay in lieu of paid time for this additional holiday.

- 16:02 An employee scheduled to work on any of the above mentioned paid holidays, except Boxing Day, shall receive two (2) times his/her regular hourly rate for all hours worked on that day in addition to his/her pay for the holiday. Employees scheduled to work on Boxing Day shall receive 1.5 times his/her regular hourly rate for all hours worked on that day in addition to his/her pay for the holiday. This section does not apply to an employee who fails to work his/her scheduled day of work preceding or his/her scheduled day of work following a public holiday unless he/she has been excused from work by the foreman/woman because of illness.
- 16.03 The Employer agrees to recognize any additional holiday declared by government statute as an additional paid day off.

ARTICLE 17 – HIRING AND PROMOTION

- 17.01 The Employer shall post notice of any bargaining unit opening for a period of three working days. Present employees will be given first consideration.
- 17.02 If an employee accepts a promotion to a higher classification, he/she shall be permitted to return to his original position if he so decides within a one (1) month period. The Employer shall have the right to return the employee to his former position if he is not qualified for the higher position.

ARTICLE 18 – MISCELLANEOUS

ARTICLE 19 – BENEFITS

Benefits

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

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

Short Term Disability

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

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

- 1) The employee has an excessive record of absenteeism;
- 2) The employee exhibits a pattern of absences; or
- 3) The company has reasonable grounds to suspect that the illness was not legitimate; in which case the employee may be required by the Company to provide a doctor's note.

ARTICLE 20 – PENSION

All staff shall enroll in the Sun Media Pension Plan for unionized employees (LFP) effective the date of ratification.

ARTICLE 21 -- SEVERANCE

21.01 All employees terminated as a result of staff reductions shall receive a severance pay in the amount of one (1) week's pay for each 6 months of service or major fraction thereof, to a maximum of 52 weeks. For Part time employees, the weeks' salary will be calculated by an average of the 12 months earnings. In addition, up to eight weeks of notice of such termination as required by the Employment Standard Act may be paid as severance.

ARTICLE 22 – EXPENSES

22:01 The Employer shall pay all reasonable receipted expenses incurred by an employee on an authorized assignment. For clarity, this shall include claims for up to \$100 every two years for journalists to purchase a digital recording device.

Furthermore, Employees who reach agreement with management to use their own cell phone in the conduct of their duties will be given an allowance of \$20 per month. Employees who can demonstrate justifiable incurred costs exceeding \$20 per month as a result of long distance or data charges in the conduct of their duties shall be fully compensated.

22:02 CAR EXPENSES

The employer shall compensate employees who drive their own vehicles on company business at the rate described below:

Gas Price per litre	Kilometre Rate (upon ratification)
\$0.99.0 and below	40 cents/km
\$0.99.1 to 1.49	42 cents/km
\$1.49.1 and up	44 cents/km
Gas Price per litre	Kilometre Rate Jan. 1, 2015
\$0.99.0 and below	42 cents/km
\$0.99.1 to 1.49	44 cents/km
\$1.49.1 and up	46 cents/km

The mileage scale slides up or down according to the price of gas. The rate will be established by checking the price of regular unleaded gasoline at four Stratford dealers for each of the following brands: Esso, Petro Canada, Shell and Sunoco. The price of each brand shall then be averaged and the average price will determine the mileage rate for the next three (3) months. The price check will be made on the first day of March, June, September and December by the Publisher of The Stratford Beacon Herald or his/her designee and the elected representative of the Union.

ARTICLE 23 – PROFESSIONAL ISSUES

Outside Activities

23:01 Employees shall be free to engage in any activities outside of working hours, provided such activities do not consist of service performed in direct competition with the Employer, and do not result in any conflict of interest with respect to the employee's duties with the newspaper. Exempt from this section is any agreement existing between The Beacon Herald and The Canadian Press.

Bylines

23:02 An Employees' byline or credit line shall not be used over his or her protest.

Education

23:03 The Employer may provide financial assistance for education courses that related directly to their current position. Employees must first obtain the recommendation of the department head and approval from the Publisher. Upon successful completion of the approved course, the employee will be reimbursed for 50% of the tuition fees.

23.04 Employees who attend job-related professional conferences, as requested by the company, on a normal working day shall be paid for that day. Sessions that take place outside of the normal working day or week will be considered voluntary and will not be paid. Employees will not be compelled to attend these sessions.

Advertising or Advertorial Content

23:05 An employee may refuse to create or edit Editorial content for advertising or advertorial purposes. Special Editorial sections are deemed not to be advertorial where the reporting follows similar guidelines to that of the regular newspaper.

ARTICLE 24 -- PART-TIME EMPLOYEES AND FREELANCERS

24.01 Part-time employees and freelancers employed by the Employer shall not be used to displace a regular full-time employee, nor shall their services be used to eliminate a full-time bargaining unit position.

ARTICLE 25 – WAGES

- 25:01 The weekly minimum salary shall be set forth in Schedule A attached hereto.
- 25:02 In the application of the foregoing schedule, the Employer shall establish an employee's rating at the date of hire. An employee who has graduated from a recognized school of journalism shall be given credit of at least one (1) year's rating.

The Employer agrees to consider time spent in a journalism school (but not graduate), post-secondary education and/or previous comparable experience on a newspaper on the hiring of the new employee.

SUBSTITUTIONS FOR EMPLOYEES ON VACATION OR LEAVE

- 25.03 There shall be no change in the present system of employees being required to substitute for another employee who is on vacation, day off or day away because of illness or bereavement. It is understood this is directed by management. However, where the substitution is one to a higher classification, the premium payment shall be made on a per diem percentage basis according to the present structure under Schedule A for the experience rating.

ARTICLE 26 – DURATION AND RENEWAL

- 26:01 This agreement shall be in effect from January 1, 2013 until December 31, 2016. Either party may request the negotiation of a new agreement by giving written notice to the other party not more than ninety (90) calendar days prior to the expiration of this agreement or any renewal thereof.

SCHEDULE A

Multi Media Journalist

Jan. 1, 2013

Year One: 0% increase:

After 5 years	\$889.91
After 4 years	\$845.41
After 3 years	\$800.92

After 2 years	\$756.42
After 18 months	\$711.93
After 1 year	\$622.94
To start	\$578.44

PREMIUMS

Sports Editor	\$87.86
Assignment Editor	\$87.86
Edit. Page Editor	\$87.86
Chief photographer	\$74.22

Jan. 1, 2014

Year Two: 1 % increase:

After 5 years	\$898.81
After 4 years	\$853.87
After 3 years	\$808.93
After 2 years	\$763.99
After 18 months	\$719.05
After 1 year	\$629.17
To start	\$584.23

PREMIUMS

Sports Editor	\$88.74
Assignment Editor	\$88.74
Edit. Page Editor	\$88.74
Chief photographer	\$74.96

Jan. 1, 2015

Year Three: 1.5 % increase:

After 5 years	\$912.29
After 4 years	\$866.68
After 3 years	\$821.06
After 2 years	\$775.45
After 18 months	\$729.83
After 1 year	\$638.60
To start	\$592.99

PREMIUMS

Sports Editor	\$90.07
Assignment Editor	\$90.07

Edit. Page Editor	\$90.07
Chief photographer	\$76.08

Jan. 1, 2016

Year Four: 1.5 % increase:

After 5 years	\$925.98
After 4 years	\$879.68
After 3 years	\$833.38
After 2 years	\$787.08
After 18 months	\$740.78
After 1 year	\$648.18
To start	\$601.88

PREMIUMS

Sports Editor	\$91.42
Assignment Editor	\$91.42
Edit. Page Editor	\$91.42
Chief photographer	\$77.23

For the Employer

For the Union:

LETTER OF UNDERSTANDING

FLEX MEDIA BENEFITS

When the company's obligation to pay windup special payments is terminated or the ongoing cost is less than the company's obligation under the old CWA Pension Plan, the company will credit each FT employee \$250 in H.S.A. for each year.

For the Employer:

For the Union:

Anti-Harassment Policy

PURPOSE

The Stratford Beacon Herald and the Union recognize the dignity and worth of every person and will provide for equal rights and opportunities without discrimination and aim to create a climate of understanding and mutual respect for the dignity and worth of every person so that he/she feels part of the common workplace.

Every employee has the right to work in an environment free of discrimination and harassment. This right includes the responsibility to eliminate harassment and discrimination in our workplace, either as a participant or an observer.

This policy and procedure outlines the Stratford Beacon Herald and the union's commitment to ensure a harassment and discrimination-free workplace and will act as a guide to employees in adhering to legal and social guidelines regarding the recognition and prevention of harassment and discrimination.

POLICY

Employees who feel their human rights are being violated are encouraged to seek protection under this policy.

DEFINITIONS

Harassment and discrimination are defined as a “course of vexatious comment or conduct that is known or ought to be known to be unwelcome,” that denies individual dignity and respect on the grounds of gender, race, colour or other grounds prohibited by the Ontario Human Rights Code. At the Stratford Beacon Herald, all employees are expected to treat others with courtesy and consideration and to discourage harassment and discrimination.

Sexual harassment is, in addition to the foregoing, coercive and demeaning. Harassment of a sexual nature does not include interaction between mutually consenting employees so long as those actions do not offend or demean others in the workplace.

The workplace is defined as all premises of the corporation, any other place where work duties occur, and any events organized as corporate or employee functions.

Workplace harassment includes but is not limited to the following examples:

- ! Unwelcome remarks, jokes, innuendoes, gestures, sarcasm or taunting about a person’s body, disability, attire or gender, racial or ethnic background, colour, place of birth, sexual orientation, citizenship, ancestry or socio-economic background;
- ! Practical jokes, pushing, shoving, etc., which cause humiliation or insult;
- ! Sexual, demeaning or derogatory remarks or jokes about women or men in general;
- ! Leering (suggestive staring) or other offensive gestures;
- ! Excessive loudness or profanity or violent speech that carries an implied threat of violent action and may make others uneasy;
- ! Posting or circulation of offensive photos or visual materials;
- ! The display of images on walls or computer screens that could reasonably be considered sexually explicit;
- ! Refusal to work or converse with an employee because of their racial background, gender or sexual orientation;
- ! Unwanted physical conduct such as touching, patting, pinching, etc. or the

- invasion of personal space;
- ! Unwelcome sexual invitations, remarks or requests;
- ! Threats or punishment because of refused sexual advances or invitations;
- ! Vandalism of personal property, or of facilities made available to the victim;
- ! Overt condescension or paternalism which undermines self-respect;
- ! Mimicry of another person's characteristics;
- ! Backlash or retaliation for lodging of a complaint or participation in an investigation;
- ! Abuse of authority, which undermines performance or threatens career or job security.

What Workplace Harassment is Not

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including disciplinary actions, nor any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or inhibit normal social relations. It is also understood that this policy does not undermine the Company's exclusive right to impose discipline.

PROCEDURES

Filing a complaint:

The Stratford Beacon Herald and the union encourage any employee who feels he/she is the victim of harassment or discrimination on the basis of any of the prohibited grounds, to approach the offender and inform him/her that their behaviour is unacceptable. If the employee is not comfortable approaching the offender, or if there is a reoccurrence of such behaviour, the steps outlined below should be followed. In any event, it is advised that a written record be kept by the employee stating details of each event, dates, location and witnesses.

The Stratford Beacon Herald and the union urge any employee who feels that he/she has been a victim of discrimination/harassment to contact the department head designate and the union designate as soon as possible from the date of the incident. The Company and the union strongly suggest that if any third party is aware of any situation of harassment that they bring it forward to the Department Head and Union representative.

If the complainant believes that his or her safety is at risk or threatened by the alleged harasser, this should be noted and appropriate actions taken.

Examples of appropriate actions may include separating the two employees in the workplace or informing the police.

Upon lodging of the complaint to management, an investigation will be conducted. Where the victim or alleged offender is a union member the investigation will be carried out jointly by the Stratford Beacon Herald and the union. The investigation will include interviews of the complainant, the alleged harasser(s) and any witnesses. Any union member may have union representation present during the interview. In most cases the investigation will take place within five working days and be concluded fifteen working days from the filing of the complaint. The time frames as outlined above maybe extended by mutual consent.

Where the complaint involves sexual harassment or gender discrimination, the joint investigation team will include at least one person of the same sex as the complainant.

The interview timing and location will recognize the need to maintain confidentiality. The identity of the complainant, the alleged harasser(s), and the nature of the complaint will be kept confidential and only those with a need to know will be informed of the complaint. Records of the investigation, including the interviews, evidence and recommendations will be maintained in the office of the responsible Human Resources manager and with the union chairperson.

Complaint Resolution

Upon completion of the investigation, the investigators with the approval of the parties may attempt to mediate a resolution. If either party declines mediation or if no mediated resolution is reached, the investigators will present their findings to the Human Resources officer, who will make a determination in consultation with a union representative. If the complaint is determined to be valid, appropriate corrective action will be taken against the harasser.

The pursuit of frivolous allegations through the complaint procedure is detrimental to the spirit and intent for which this policy was developed, and is strongly discouraged.

The policy and procedure in no way precludes the complainant's rights to seek action under the Ontario Human Rights Code. However, both the Stratford Beacon Herald and the Union urge employees to use the internal mechanisms as outlined above before seeking the alternative course.

Prevention and Education

The Stratford Beacon Herald will ensure that:

- (a) every employee covered by this Collective Agreement receive a copy of this policy;
- (b) a copy of this policy will be posted in the workplace;
- (c) managers in authority are trained with respect to their responsibilities under this policy and the Ontario Human Rights Code, in creating and maintaining an environment free from discrimination and harassment and any other conduct prohibited under this policy. They will also be trained in regard to investigative and resolution mechanisms designed to deal with such problems. Each employee will be encouraged to help create an environment free from discrimination and harassment and discrimination related to all prohibited grounds.

This policy will remain in force for the life of this agreement.

Notwithstanding the foregoing, the parties agree that following the first incident that requires the use of this policy a review may be requested by either party.

The review will focus on the investigation and the role played by union representatives for either the complainant or the accused harasser within the process.

Should the parties fail to agree on any changes to the role of these union representatives, the employer reserves the right to withdraw from the process.