

COLLECTIVE AGREEMENT

BETWEEN

THE LONDON FREE PRESS,
A DIVISION OF SUN MEDIA CORPORATION (The Employer)

~ and ~



COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION
OF CANADA
LOCAL 87-M
SOUTHERN ONTARIO NEWSMEDIA GUILD
(The Union)

(GENERAL UNIT)

OCTOBER 6, 2010 TO OCTOBER 5, 2013

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The London Free Press units of the Southern Ontario Newsmedia Guild Local 87M A brief history

The editorial unit at The London Free Press applied for certification on Dec. 29, 1988 representing 153 members, following an organizing drive by John Matsui, John Hamilton, Bill Eluchok, Joe Matyas and John Miner.

Working in secret, organizers needed to sign up 55% of employees to qualify for automatic certification. The group got to 50% within a week of launching their drive on Nov. 22, 1988, and signed up an additional six per cent by the end of December.

Secrecy was important because The London Free Press had a history of union busting. (The company broke a 14-month strike in 1934 by the International Typographical Union representing press technicians and a 10-day strike in April 1955 by the International Printing Pressmen and Assistants Union, which also was trying to represent press technicians.)

The new unit's first bargaining committee — Dale Boucher, John Matsui, Joe Matyas, Bruce Meckbach, John Miner, Isaac Turner — presented its opening proposals to the company in bargaining on Aug. 18, 1989. Bargaining reached an impasse and, after an 81-per-cent strike vote, all but nine members walked off the job Nov. 1, 1990. Striking members published a weekly strike paper, *The Express*. The first edition, on Nov. 9, 1990, was distributed to 60,000 London homes.

A first contract was reached Nov. 14, 1990 and ratified by 83% of members.

The first union executive was Joe Matyas, chair; Dave Mauchan, vice-chair; Helen Connell, secretary-treasurer.

When the heirs of the late Martha Blackburn decided to sell The Free Press, in 1997, employees made a \$70-million bid to purchase the newspaper.

The initiative for an employee purchase started with Wayne MacPherson. With the help of the union, a bid organizing committee that included Joe Matyas and Norman de Bono, met with both union and non-union employees at The Free Press and a very high majority of both signed a participation agreement. After that, the union's bid experts found committed investors, and employees submitted a \$70-million bid, competing against the likes of Sun Media and Torstar. Employees only bid on The Free Press. Sun Media went for everything — The Free Press, Netmar, Pennysaver — and significantly outbid everyone.

In January, 2001, Kathy Clee started an organizing campaign in the general unit. She was joined in her efforts by many volunteers in the editorial unit, including unit chair Shelley Lawson, Norman de Bono, Hank Daniszewski and Joe Matyas. In the general unit, Wojciech Liwosz and Darleen and Lester Herman were instrumental in the effort.

The general unit was certified after a ministry-of-labour-supervised vote at the workplace in October 2001. Kathy Clee became the vice-chair of the combined London units and was chairperson of the first bargaining committee. A first collective agreement was ratified after 50 bargaining days over 18 months.

Unit Chairs: (annual general meetings were held in February, until 2007 when they were changed to January.)

1989-92 Joe Matyas

1992-93 David Mauchan

1993-96 Dale Boucher Bass

1996-1998 Norman de Bono

1998-2001 Hank Daniszewski

2001-2011 Shelley Lawson

2011- Mark Beer

ARTICLE 1 - COVERAGE

- 1.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees of The London Free Press, a Division of Sun Media Corporation, save and except employees in the Human Resources Department, Team Leaders, employees in the Editorial Department, the Assistant to the Publisher, the Assistant Controller, the Assistants to Controller, Directors of Advertising, Marketing, Operations, the supervisors and those above the rank of supervisor.
- 1.02 In the event that a new job classification is established in the bargaining unit and there is a dispute as to whether the employee who occupies the new position 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.
- 1.03 The employer shall not assign to any employee outside the Bargaining Unit covered by this Agreement any work now done by employees within the Bargaining Unit. However, such employees may do this work in emergency situations or for the purpose of training. For further clarity, the parties agree that this provision does not allow managers to do bargaining unit work when bargaining unit employees are available to do the work.

ARTICLE 2 - DUES DEDUCTION

- 2.01 The Employer shall deduct the regular union dues on all earnings from regular salary payment to each employee.
- 2.02 The amount of regular union dues to be deducted shall be furnished to the Employer by the Union.
- 2.03 The deducted dues shall be remitted to the Union no later than the fifteenth (15th) 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 payday in the next week following the expiry of such notice.
- 2.04 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.
- 2.05 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, upon receiving permission, shall be allowed up to one-half (1/2) hour during

such employee's first month of work to discuss the Union and Collective Agreement and to sign the employee into Union membership should he or she wish. Upon request this period may be extended for an additional one (1/2) half hour. Such permission shall not be unreasonably withheld.

- 2.06 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 were made. As with the remittance of regular union dues provided for in Article 2.03, the Employer shall, when remitting assessments, give the names of the employees from whose pay deductions have been made and the amounts of those deductions.

HUMANITY FUND

- 2.07 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.

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 also shall include with the remittance the number of employees for whom contributions have been made.

It is understood that participation in the program of deductions set out above is voluntary. Employees who do not wish to participate must so inform the Employer within thirty (30) days after being hired.

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

ARTICLE 3 - UNION REPRESENTATION

- 3.01 Upon notification in writing by the Union, the Employer will recognize a reasonable number of stewards to service grievances in the manner provided under this Agreement. The Union may appoint one (1) steward for each forty (40) employees in the bargaining unit. In addition, the Union may appoint an Executive Committee of up to three (3) employees.
- 3.02 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, in the case of a steward, service a grievance or, in the case of an Executive Committee member attend a meeting with the Employer, without first obtaining permission from his or her supervisor. While operational requirements will prevail, permission 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.
- 3.03 Stewards and Executive Committee members who do not absent themselves from regular duties unreasonably will be compensated at their regular salary plus applicable shift

differential for time spent in attending meetings with the Employer (other than negotiation meetings) and in servicing grievances up to but not including arbitration.

- 3.04 The Employer shall allow up to seven (7) employees time off to attend meetings with the Employer for the purpose of negotiating a renewal of this Collective Agreement. The Employer also will 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 plus applicable shift differentials and the Union agrees to reimburse the Employer for this expense. The Union will endeavour to ensure that representatives on the bargaining committee reflect the diversity of occupations in the bargaining unit.
- 3.05 The Employer shall provide the Union with eight (8) bulletin boards in prominent locations throughout the building to facilitate the Union's communication with its members.
- 3.06 The Employer shall permit Union representatives to make reasonable use of the e-mail system for the purpose of communicating union business. Employees shall be allowed to make reasonable use of the employer's e-mail system for Union communication outside the employee's working hours.
- 3.07 The parties agree that in order to maintain a positive exchange of information and ideas they will establish a Union-Management Committee. The Committee shall meet as required, but no more often than once per month. A National Representative or Local Representative of the Union may attend these meetings.
- 3.08 The Employer agrees that the Union may hold annual balloting for elected positions in the workplace, provided there is no disruption to the operation. For clarity, the meeting may be held only after regular business hours and requests must be made two weeks in advance and approved subject to operational requirements

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union agrees that it is the exclusive right 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, 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, layoff and recall employees and to suspend, demote, discharge or otherwise discipline employees for just cause.

The Employer agrees it shall exercise these rights and powers in a fair and reasonable manner.

- 4.02 The Employer agrees that the exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

ARTICLE 5 - NO STRIKE, NO LOCKOUT

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

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 An employee shall have the right to grieve any complaint arising from the application, interpretation, administration or alleged violation of this Agreement. It is understood that 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.

STEP 1

6.02 It is the mutual desire of the parties hereto that grievances of employees be adjusted as quickly as possible and it is understood that 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, the 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.

STEP 2

6.03 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 Department Head setting forth the nature of the grievance, and the remedy sought. The Department Head shall arrange a meeting with the Union and a Human Resources Manager 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 Department Head may have such assistance at the meeting as is considered necessary. The Department Head will give the Union a decision in writing within seven (7) days following the meeting with a copy to the grievor.

6.04 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 Department Head, be referred to arbitration as hereinafter provided.

6.05 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 (3) neutral persons, any one 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 the 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 (2) parties fail to agree upon 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.

6.06 Either party may, in the correspondence contemplated under Article 6.05 notify the other party of its suggestion to proceed before a Board of Arbitration. Provided both parties agree, an Arbitrator selected in accordance with articles 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 ten (10) days prior to the date scheduled for the hearing. Where the parties have agreed to a Board of Arbitration, references in this Article to Arbitrator will be read to mean Arbitration Board, where appropriate.

6.07 The Arbitrator shall not be authorized to alter, modify or amend any part of the terms of this Agreement nor to make any decision inconsistent therewith. Any individual who is selected as an arbitrator has at no time been involved in attempting to solve the grievance or been involved in any way in the negotiation of this collective agreement.

6.08 The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the Arbitrator and if a Board of Arbitration is agreed to, each party shall each pay the remuneration and expenses of its nominee. Neither party shall be obligated to pay any part of the cost of any stenographic transcript of an arbitration hearing without its express consent.

6.09 It is agreed that 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.

6.10 It is understood that if either party does not respond to the other within the time limits as defined in this Article, the grievance will advance to the next step in the grievance procedure.

6.11 Where the 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.

6.12 The Employer shall have the right to file a grievance in writing signed by the Director of Human Resources 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.

- 6.13 The Union shall have the right to file a grievance in writing with the Publisher 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.

The Union shall not have the right to initiate an individual grievance and such grievances shall be initiated by the employee concerned. This restriction shall not apply to a grievance involving the discharge of an employee.

For the purpose of this Agreement, "individual grievance" means a grievance that requests a remedy for an individual employee and does not arise out of the interpretation, application or alleged violation of a Company-wide policy affecting bargaining unit employees generally.

- 6.14 Grievances involving the discharge or discipline of an employee may be submitted at Step 2 of the grievance procedure.
- 6.15 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.
- 6.16 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

- 7.01 A new employee will be considered on probation until he or she has completed three (3) months of continuous employment with the Employer. However, the Employer after notifying the Union and informing the employee in writing of the areas of performance requiring improvement, may extend the probationary period for up to an additional three (3) months of continuous employment. Upon completion of such probationary period, the employee's name shall be placed on the seniority list and the employee's seniority shall date from the date of hiring into a bargaining unit position. The Employer may discharge a probationary employee, for whatever reason, during the probationary period, whether extended or not, provided it does not act in bad faith or in conflict with any of the provisions of this Agreement.

- 7.02 Continuous service means the length of continuous service with The London Free Press. However the Employer shall provide employees who transfer from related companies to the London Free Press, full credit for past service for the purposes of vacation entitlement and severance calculations.
- 7.03 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.
- 7.04 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.
- 7.05 In the event of a layoff, the Employer shall give the employee(s) concerned eight (8) weeks notice of such layoff. 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. It is understood that the procedures outlined in Articles 7.06 and 7.07 shall be completed no later than the eight-week (8-week) period referred to in this article.

For clarity, any employee who receives a layoff notice shall give notice of a decision to bump or not to bump within 10 calendar days of the layoff notice. The Company shall notify any employee affected by the bumping decision of another employee within 24 hours.

- 7.06 In the event of a layoff, senior employees shall have the first opportunity for continuing employment provided they have the qualifications, ability and skill to do the work available and therefore can displace junior employees in accordance with the following procedure:

The Employer shall lay off the employees affected within each classification in the inverse order of their seniority ranking with the Employer, provided those remaining have the demonstrable qualifications, ability and skill to perform the work available.

An employee designated to be laid off pursuant to the above may elect prior to being laid off to bump the lowest seniority employee in the classification below in the same department or a junior employee in the same wage band, provided they have the demonstrable skill, ability and qualification to do the work within a five-day familiarization period.

For the purposes of a recall, the Employer shall maintain a recall list and when hiring for permanent jobs or regular part-time, part-time or temporary jobs expected to last longer than one (1) month covered by the Agreement, shall first recall persons from the list in order of their seniority, provided the employee has the demonstrable qualifications, skill and ability to perform the work required within a five-day (5-day) familiarization period. Employees on the recall list shall have the right to decline a temporary position or a position consisting of a different number of regular shifts per week or a position in a classification in a lower salary group than the classification from which the employee was laid off without jeopardizing his or her position on the recall list.

- 7.07 The Employer shall post a notice for seven (7) calendar days for all job openings in the bargaining unit. Temporary openings of less than three (3) months' duration need not be posted. Employees may submit written applications for such jobs during the period of the posting and applicants shall be granted an interview unless they have applied for the same job in the previous three (3) months.

Employees who are interested in being considered for temporary positions of less than three (3) months may place their names on a list which will be maintained by the Human Resources department.

- 7.08 Promotions or transfers within the bargaining unit will be based primarily on skill, ability, qualifications and competency of the employees concerned to meet the requirements of the job. Where two or more employees are determined to be relatively equal, seniority shall govern.

- 7.09 Applicants from within the bargaining unit will be considered by the Employer prior to any hiring from outside the bargaining unit.

- 7.10 The dates of posting and its closing shall appear on the information posting along with an outline of the job and a summary of the qualifications required and the initial location. Employees who apply in writing will be granted an interview. Notwithstanding the foregoing the Employer shall not be required to interview an employee who has applied for the same position in the previous three (3) months.

An employee who was not selected may, upon request, and with the assistance of a Union representative if so desired, meet with the Employer for the purpose of discussing why his/her application was not successful.

- 7.11 Nothing in this Agreement shall preclude the transfer of an individual excluded from the bargaining unit to a position where he or she is included in the bargaining unit, or the transfer or promotion of an employee in the bargaining unit to a position where he or she is excluded from the bargaining unit, if he or she has consented to such transfer or promotion. There shall be deemed to have been no break in the continuous service of such individual by reason of such transfer or promotion. There shall be no layoffs as a direct result of such a transfer into the bargaining unit.

An employee who accepts a transfer or promotion to a position where he or she is excluded from the bargaining unit shall be permitted to return to their former position in the bargaining unit with no break in seniority during the first three (3) months for any reason.

An employee, who accepts a transfer or promotion to a position where he or she is excluded from the bargaining unit and who subsequently returns to a position in the bargaining unit within twenty-four (24) months of their original transfer or promotion, shall be entitled to bridge his or her seniority.

- 7.12 If an employee is laid off as a direct result of the introduction of major change in equipment or technology used by it in its operations, and such layoff will occur within twelve (12) months of the change, the Employer shall give the Union at least three (3) months' notice of the layoff. During this period, the parties shall meet to discuss ways and means of reducing the impact of such change.
- 7.13 For further clarity, it is understood an employee recalled to the Employer after layoff shall bridge both his or her seniority and continuous service date. The seniority date shall be revised to account for the time the employee was laid off.
- 7.14 Should the employer decide to contract out any part of the bargaining unit, employees who lose their job directly or indirectly, shall receive severance in accordance with Article 21 plus an additional payment of 15% of the value of such severance.

For the life of the collective agreement, employees affected by this Article shall receive an additional four (4) weeks of notice.

The Employer commits not to close the press room or the distribution facilities (including maintenance) for the life of the collective agreement.

ARTICLE 8 - LEAVE OF ABSENCE

- 8.01 The Employer will grant leave of absence without pay to a reasonable number of employees selected by the Union for the purpose of attending Union meetings, conventions, education courses not in excess of one (1) week and special meetings and CLC and OFL meetings conventions provided two (2) weeks' notice is given to the Employer.

- 8.02 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 shall grant a leave of absence equal to term of office appropriate to the position.
- 8.03 The Employer will grant an employee who has given the Employer one (1) month notice in writing, a leave of absence without pay or benefits of up to one (1) year to work in an official full-time capacity for the Union, the Canadian Labour Congress or the Ontario Federation of Labour. Such a leave may be renewed for an additional one (1) year upon one (1) month written notice to the Employer. No more than two (2) employees may be absent on this leave at any one time.

The Company agrees to allow employees to make all pension contributions including the employer's contributions, during an approved Leave of Absence.

- 8.04 The Employer may grant an employee extended leave without pay or benefits of up to one (1) year, for the purpose of caring for a family member, education, or for personal reasons, none of which may be in competition with the Employer. 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 and the employee shall be paid the regular salary he or she received at the time the leave commenced plus any applicable general salary increases.

If during the course of a leave referred to in the paragraph above, the Employer reduces staff in accordance with Article 7, the employee on leave will be treated as if he or she were present in the workplace at the time the layoff occurred.

- 8.05 The following conditions apply to leaves of absence in excess of one (1) month's duration granted under this Agreement other than 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.

ARTICLE 9 - BEREAVEMENT LEAVE

- 9.01 A bereavement leave of absence of five (5) consecutive days, including the day of the funeral, will be granted to an employee upon a death in his or her immediate family. Where any such day occurs on a regularly scheduled working day for the employee, he or she shall be paid on the basis of the standard number of hours which he or she otherwise would have worked at regular salary plus applicable shift differential. The employee may be granted additional bereavement leave without pay at the discretion of the Employer. The employee shall notify the Employer as soon as possible following the death.
- 9.02 Immediate family for the purpose of Article 9.01 shall mean father, mother, sister, brother, spouse or children.
- 9.03 A bereavement leave of absence of up to three (3) consecutive days, including the day of the funeral, will be granted upon request to an employee upon a death in his or her family. Where any such day occurs on a regularly scheduled working day for the employee, he or she shall be paid on the basis of the standard number of hours which he or she otherwise would have worked at regular salary plus applicable shift differential. The employee may, in exceptional circumstances, be granted additional bereavement leave without pay at the discretion of the Employer. The employee shall notify the Employer as soon as possible following the death.
- 9.04 Family shall mean step-father, step-mother, step-children, step-brothers, step-sisters, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandchildren, great grandchildren, grandparents, great grandparents, grandparents-in-law and great-grandparents-in-law.
- 9.05 Employees who are required to leave the country to attend a funeral or attend to matters relating to a bereavement leave under article 9.01 or 9.03 shall be granted an extended unpaid leave of absence.

ARTICLE 10 - COURT LEAVE

- 10.01 Should an employee be required on his or her regular work day to report for jury duty or is subpoenaed to testify before a court of law, coroner's inquest, Parliamentary Inquiry or Royal Commission, the employee will be paid regular salary plus applicable shift differential 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

- 11.01 Pregnancy and parental leave shall be granted in accordance with the provisions of the Ontario Employment Standards Act. An additional pregnancy or parental leave of absence without pay shall be granted upon request, provided the request is made at least two (2) weeks prior to the initial scheduled return date. The total length of the leave(s) will not exceed one (1) year.

11.02 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 for such leaves will be counted as time worked for the purposes of vacation pay;
- (c) there will be no loss of seniority;
- (d) 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;
- (e) arrangements between the Employer and the 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.

11.03 The Employer will provide a supplemental unemployment benefit (SUB) plan which allows the Employer to deduct all SUB payments for income tax purposes. The SUB plan will provide a payment to an employee granted a leave under this article who has applied and qualified for pregnancy or parental benefits under the Employment Insurance Act, equal to the amount of the weekly employment insurance benefit he or she will receive, and paid for each of the two (2) weeks in the waiting period under the Employment Insurance Act. The SUB plan will pay an employee who has applied and qualified for maternity benefits thirty-five (35%) of her regular weekly salary in addition to her Employment Insurance benefits during her fifteen weeks of benefits. An employee who terminates employment during or at the conclusion of pregnancy or parental leave, or less than one (1) month after completing such a leave shall reimburse the Employer for any SUB benefits which were received.

LEAVE FOR FAMILY EMERGENCY

11.04 During each calendar year on a non-cumulative basis an employee may take up to three (3) days' leave of absence with pay as a result of an emergency that affects the employee's immediate family or sickness of or injury to a member of the employee's immediate family. The employee must report the reason for such leave(s) to his or her immediate supervisor.

ARTICLE 12 - HEALTH AND SAFETY

12.01 The Union shall appoint five (5) worker representatives to the Newspaper Safety & Health Committee established for the purpose of exchanging and discussing information on safety and health and considering specific safety and health matters within the operation of the Employer.

- 12.02 The worker representatives will receive his or her regular salary plus applicable shift differential for time lost from scheduled work for attending meetings of the Newspaper Safety and Health Committee.
- 12.03 A pregnant employee who normally works on a computer terminal may request that she not be assigned to computer terminal 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.
- 12.04 The Employer shall, for the life of this agreement maintains its policy with respect to personal protective equipment, tools and uniforms. The Employer will provide employees in the press room up to \$150.00 per year as reimbursement for the purchase of safety footwear and up to \$200.00 every two years for the purchase and replacement of safety footwear for all other eligible employees.
- 12.05 When an employee, who provides his own tools, breaks a tool in the performance of the Employer's business, the Employer shall replace such tools with tools of equal quality.
- 12.06 The Employer will provide appropriate locker and change-room facilities for employees. The Company will provide secure lockers for all employees in the distribution centre and pressroom.
- 12.07 Employees who are required to work outside or on the loading dock shall have access to winter parkas, when necessary to perform the work.
- 12.08 Employees whose work requires continuous use of the telephone will be provided with a headset.

ARTICLE 13 - INFORMATION

- 13.01 The Employer shall supply the Union once every six (6) 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.
- 13.02 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.
- 13.03 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 AND OVERTIME

14.01 The normal work week for employees is thirty-seven and one-half (37.5) hours and the normal work day is seven and one-half (7.5) hours. Overtime for full-time employees shall be defined as a period worked in excess of thirty-seven and one-half (37.5) hours in a week. Overtime for full-time employees will be paid after 37.5 hours a week. With the exception insert loaders, there shall be no scheduled split shifts except with the consent of the employee. Notwithstanding the foregoing, the Union and the Employer may agree to vary the normal work week and normal work day in operational departments. For further clarity, operational departments are Pressroom, Pre-Press, Information Systems, Property Maintenance, Distribution Centre and Circulation Representatives and Distribution/Shipper.

There may be exceptional situations where, due to customer demand, the Company will desire to change the agreed schedules. Prior to implementing any changes, the Company will meet with the Union to negotiate the parameters of the new schedule. Should the parties fail to reach an agreement, the Company may implement the desired change and the Union may refer the dispute to an arbitrator who shall have the power to either mediate a settlement or following a hearing, impose a settlement upon the parties. It is understood that any changes to the schedules would be modifications to the schedule rather than hours beyond seventy-five hours in the two-week period.

14.02 Overtime premium will be one and one-half (1.5) times an employee's regular salary plus one and one-half (1.5) times applicable shift differential or compensating time-and-one-half (1.5) off with regular salary plus applicable shift differential, at the option of the employee provided that at no time may the employee accumulate more than seventy-five (75) hours of time owing, including holiday pay. Once an employee has accumulated for any reason the seventy-five (75) hours of time owing, all overtime premium earned thereafter will be paid at the rate applicable when it was earned. In the case of compensating time off, such time will be taken on dates agreed upon between the Employer and the employee. The employee will be allowed to have up to seventy-five (75) hours of banked time at any given time. The employee will be able to request payment for banked time with two week's (2) notice.

Time bank will be capped at 75 hours, however only 37.5 hours may be carried from one year to the next. Any employee with more than 37.5 hours at the end of Period 8 of any year will have the amount in excess of 37.5 hours paid out by the last available pay day in September.

The Company will have the right to schedule overtime in reverse order of seniority on those occasions when no volunteers come forward. The Company will schedule those employees who have the skill, ability and qualifications to do the job up to a maximum of four (4) hours in a pay period.

- 14.03 The Employer will make reasonable efforts to ensure overtime will be distributed fairly to employees who desire to work. For further clarity it is understood that unscheduled daily overtime shall first be offered to employees who are present in the workplace and who have the skills required to perform the work. Should insufficient volunteers be found or if the Employer cannot fill its needs under Article 14.02 the employer shall seek volunteers in the following manner:

The Employer will call employees in order of their seniority requesting they work the overtime until the required hours are filled.

In seeking volunteers for scheduled overtime, the Employer will call employees in order of their seniority to offer the overtime hours. The Employer will, on the next occasion scheduled overtime is available, resume calling employees in order of their seniority. An employee who has refused overtime shall not be called until his or her name returns in the normal rotation. An employee who could not be reached shall be treated as if he or she had not been called in the previous round.

If the Employer fails to call an employee, the Employer shall be liable to offer such an employee the next opportunity to work overtime.

No employee shall be scheduled more than forty-five (45) hours in a work week.

- 14.04 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.
- 14.05 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.
- 14.06 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 in Article 14.05, 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.
- 14.07 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.
- 14.08 The Employer will make reasonable efforts to schedule consecutive days off while taking into consideration the requirements and efficiency of operations and the wishes of the employees concerned. 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.

- 14.09 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.
- 14.10 For the purpose of this Agreement, "week" shall mean a period of seven (7) consecutive days commencing Sunday at 12:01 a.m.
- 14.11 There shall be no duplication or pyramiding of overtime premiums or any other premiums under this Agreement.
- 14.12 Notwithstanding the provisions of Articles 14.01 and 14.02, employees in the Pressroom shall average 75 hours over a two week period and shall be entitled to every other weekend off. Overtime payments for such employees will be paid after twelve (12) hours on any shift or after seventy-five (75) hours in any two week period.

ARTICLE 15 - VACATIONS

- 15.01 The vacation year shall begin January 1 and end on December 31 of the same year and December 31 shall be the date for determining an employee's entitlement to a vacation and vacation pay for the following year.
- 15.02 An employee with less than one (1) year of continuous service as of December 31 in any year shall be entitled to a vacation of one and one-quarter (1.25) days for each completed full month of service in that year to be taken in the following vacation year.
- 15.03 An employee with one (1) year or more but less than six (6) years of continuous service as of December 31 in any year, shall be entitled to a vacation of three (3) weeks to be taken in the following vacation year.
- 15.04 An employee with six (6) years or more but less than eleven (11) years of continuous service as of December 31 in any year, shall be entitled to a vacation of four (4) weeks to be taken in the following vacation year.
- 15.05 An employee with eleven (11) years of continuous service shall be entitled to four (4) weeks and one (1) day of vacation. An employee with twelve (12) years of continuous service shall be entitled to four (4) weeks and two (2) days of vacation. An employee with thirteen (13) years of service shall be entitled to four (4) weeks and three (3) days of vacation and an employee with fourteen (14) years of continuous service will be entitled to four (4) weeks and four (4) days of vacation.

- 15.06 An employee with fifteen (15) years or more but less than twenty-two (22) years of continuous service as of December 31 in any year, shall be entitled to a vacation of five (5) weeks to be taken in the following vacation year.
- 15.07 An employee with twenty-two (22) years or more of continuous service as of December 31 in any year, shall be entitled to a vacation of six (6) weeks to be taken in the following vacation year.
- 15.08 For the purposes of Sections 15.03, 15.04, 15.06 and 15.07, an employee shall be entitled to take the additional vacation in the vacation year in which the employee completes one (1), six (6), fifteen (15), and twenty-two (22) years of continuous service, respectively.
- 15.09 Each employee will be paid in that year regular salary plus applicable shift differential for each week or part thereof of vacation entitlement.
- 15.10 Vacations shall be scheduled by the Employer by department during the vacation year in which the employee is entitled to the vacation, considering the wishes and seniority of the employees and the efficiency and requirements of operations. Vacation dates may only be changed by the Employer when it has made every reasonable effort to avoid such cancellation and it considers it necessary for its operations. Notwithstanding the foregoing, each employee shall be entitled to at least two (2) consecutive weeks of vacation during the months of July and August. All vacations must be taken no later than during the year after the year in which they are granted and no vacation may be carried forward to the next year except with mutual consent. The current practice of including the full week of Canada Day and the full week of Labour Day in the months of July and August will be continued for the purposes of this Article.

The employer will consider all written requests for vacation.

Reporting of Illness/Vacation in departments averaging over 75 hours in a pay period to be reported in hours.

- 15.11 Upon termination, retirement or death, an employee or the estate of the employee, will receive all vacation pay owing for vacation earned in addition to vacation pay accrued for time worked in the current vacation year.
- 15.12 An employee who has an unpaid leave of absence in excess of one (1) month during the applicable vacation year shall have the vacation period and pay adjusted on a pro-rata basis. This pro-rata adjustment shall not apply to the period of time that an employee is on Pregnancy or Parental leave to which the employee is entitled under the Employment Standards Act.
- 15.13 The Employer shall prepare and post the schedule for summer vacation no later than April 30 of every year. The Employer shall prepare and post the schedule for Christmas no later than November 30 of every year.

The Company will continue with its current practice that employees may take vacation in the year they earn it with the understanding and commitment from the Union that if an

employee leaves the Company for any reason and has not earned all the time that they have taken the Company will deduct such amounts from any outstanding monies.

ARTICLE 16 - HOLIDAYS

16.01 The following holidays are recognized under this Agreement:

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

Each employee shall receive one (1) additional recognized holidays during each calendar year as follows:

Floater Day - To be taken during the calendar year on a day to be agreed on between the employee and the Employer. An employee shall not be entitled to take pay in lieu of paid time off for this additional holiday.

Any employee assigned to work any part of a weekend prior to or following a holiday recognized in this Article shall have the right to be scheduled on or off on the holiday.

16.02 In the event that a new holiday is legislated by the Federal or Provincial Government, it shall be recognized as a holiday under this Agreement.

16.03 An employee will receive holiday pay in accordance with Section 16.04 of this article. However, an employee shall not receive holiday pay if absent from work on the day of the holiday on account of sickness or injury or on a leave of absence of any kind.

16.04 For the purposes of Section 16.03, holiday pay shall be as follows:

- (a) If a recognized holiday occurs on what would otherwise have been an employee's scheduled work day and the employee is not required to work on that day, the employee shall receive regular salary plus applicable shift differential for that day.
- (b) If a recognized holiday occurs on an employee's scheduled day off, the employee shall receive, at the option of the employee, either regular salary plus applicable shift differential for that day or a lieu day off with regular salary plus applicable shift differential to be taken on a day agreed upon between the Employer and the employee.
- (c) If an employee works on a recognized holiday, the employee shall receive regular salary plus applicable shift differential for the day and an additional premium of two (2) times the regular salary plus applicable shift differential of the employee, subject to subsection (d). At the option of the employee, such premium may be taken in compensating time off at a time agreed upon by the employee and the Employer.
- (d) In the event the Employer does not publish on a recognized holiday and an employee works on that recognized holiday, the employee shall receive regular salary plus applicable shift differential for the day plus an additional premium of two

(2) times the regular salary plus applicable shift differential of the employee for work performed on the recognized holiday.

16.05 If a recognized holiday occurs during an employee's vacation, the employee shall receive either an extra day of vacation with pay, an extra day of vacation pay, or an extra day off with pay at a time mutually agreeable between the employee and the Employer. The applicable option shall be selected by the employee.

ARTICLE 17 - DIFFERENTIALS

17.01 A differential per shift shall be paid to employees whose scheduled shift begins or ends between the hours of 7:59 p.m. and 6:00 a.m. A differential per hour shall be paid to employees required to work outside of their scheduled shift in the hours between 7:59 p.m. and 6:00 a.m.

The amount of the above differentials shall be based upon regular salary as follows:

Weekly Basic Salary Plus Merit Pay	Weekly Night Differential	Differential Per Shift	Differential Per Hour
\$600 and higher	\$67.38	\$13.48	\$1.80
\$525 to \$599.99	63.55	12.71	1.69
\$450 to \$524.99	59.16	11.83	1.58
\$375 to \$449.99	55.33	11.07	1.48
\$300 to \$374.99	50.95	10.19	1.36
up to \$299.99	47.12	9.42	1.26

17.03 A split shift differential of eight dollars (\$8) for each full shift worked will be paid to an employee whose regular shift is divided so that the employee reports for work twice in a full shift.

17.04 Standby Differential – Where the employer requires an employee to be available on standby during off-hours, an employee shall be compensated at the rate of \$1.60 per hour.

17.05 An employee called to work while on standby shall, in addition to the payment referred to in article 17.04, be paid in accordance with article 14.04. Notwithstanding the foregoing, where an employee is able to perform the work without reporting to the workplace, the employee shall, in addition to the payment referred to in article 17.04, receive two (2) hours at the appropriate overtime rate.

ARTICLE 18 - SICKNESS INCOME PROTECTION

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 a plan, effective January 1, 2012. The prior benefit program shall remain in place until FlexMedia is implemented. The terms and conditions of the new benefits plan, including coverage of benefits, shall be no less than those described and disclosed to the union during negotiations.

The employee pool will be unionized employees within Central and Western Canada. This pool will exclude the unionized employees in Eastern Canada (Quebec).

FlexMedia credits for these employees will be modified to provide for a 50/50 blended cost-sharing approach for all premium increases or decreases. Though LTD is paid for entirely by the employee, increases in LTD will be included in the calculations of the blended approach. The Company will take 50% of the premium increase/decrease and will increase or decrease the credits based on the table for single, couple or family selections.

It is understood that the Company reserves the right to request documentation that substantiates claims for casual illness or absenteeism, to its satisfaction.

The employer agrees to deposit \$100 annually into the Health Care spending accounts of all employees on record at the ratification of this agreement.

SCHEDULE A

1. If a staff member is injured, whether during or outside the course of employment with the Company, and if because of the injury a party other than the Company may be responsible for reimbursing the staff member for all or any part of wages the staff member might lose as the result of the sickness or injury sustained, the staff member or his/her representative shall forthwith advise the Company of the particulars of such injury and the cause, but in no event later than one (1) week after the occasion of such injury. This notice requirement shall apply in the case of all motor vehicle accidents in which any staff member is involved in any capacity including as operator of a motor vehicle, passenger or pedestrian.
2. If the injury arises outside the course of the staff member's employment with the Company and any party other than the Company may be responsible, payments made under this policy shall be deemed to be advances only. These advances are to be refunded to the Company to the extent that payments which this policy would normally cover are recovered from another party less a portion of any legal expenses which may be actually paid by the staff member to effect such recovery in the ratio that the advances made by the Company bear to the total amount recovered from other parties.
3. If the injury arises during the course of the staff member's employment and any party other than the Company may be responsible and the staff member elects to take WSIB benefits, any payments made to the staff member by the Company shall be deemed to be advances only, to the extent that the Company or the WSIB subsequently recover further amounts to which the staff member is entitled beyond the compensation paid to him / her by the Board. If any of the recovered amount to which the staff member is entitled covers payment for which the Company has already advanced payments, the staff member shall refund to the Company an amount equivalent to those payments which have been subsequently recovered from another party.

4. If the injury arises during the course of the staff member's employment and any party other than the Company may be responsible, and the staff member elects not to take WSIB benefits but to proceed against the other party, any payments made to the staff member under this policy shall be deemed to be advances only. These advances are to be refunded to the Company to the extent that payments, which this policy would normally cover, are recovered from another party less the portion of any legal expenses provided in paragraph 2. If the staff member later claims WSIB benefits, he/she shall refund to the Company the part of such payments equal to the payments received from the WSIB.
5. In any case, under the provisions of paragraphs 2, 3, and 4, if the staff member recovers any other payments from any party other than the Company, these payments shall be refunded to the Company to the extent that the recovered payments represent payments which this policy would normally cover, and which the Company has already advanced to the staff member.
6. Before a staff member receives any advance payment from the Company in accordance with paragraphs 2, 3, 4 and 5, the staff member shall expressly authorize the Company in writing on a form to be supplied by the Company to make deductions from any wages owing or which may become owed to the staff member to the extent that the staff member recovers payments from any other parties in accordance with paragraphs 2, 3, 4 and 5.
7. Any variation by the Company in respect of the policy in the bringing of suits against any party other than the Company must be in writing.

ARTICLE 19 - INSURANCE PREMIUMS (in effect until January 1, 2012)

- 19.01 The Employer shall pay seventy-five per cent (75%) of the required premiums for employees who have completed three months or in the case of regular part-time employees have worked 65 shifts, for coverage under the negotiated supplementary medical, group life insurance and dental plans and each employee shall be required to pay the remaining twenty-five per cent (25%) of the required premiums applicable to his or her coverage situation.
- 19.02 The Employer reserves the right to select and change the carriers for insurance plans provided there is no loss in coverage and no increase in the premium cost.
- 19.03 An employee who is laid off under Article 7 of the collective agreement shall continue to be eligible to receive benefits under the plan for the remainder of the month in which they are laid off.
- 19.04 Employees shall pay one hundred (100%) per cent of the premiums for Long- Disability, Optional Life Insurance and Dependant Life Insurance.
- 19.05 The EI rebate shall be used to reduce the costs of the employee portion of benefit costs. The employer shall continue its existing practice for determining how this amount will be allocated.

ARTICLE 20 - PENSION

- 20.01 The London Free Press Pension Plan shall continue during the life of this Collective Agreement. There shall be no amendments to the Plan nor changes in the level of benefits or employee contributions without the agreement of the Union. The Employer shall not withdraw any surplus in the Pension Plan at any time.
- 20.02 An employee who has completed one year of continuous service with the Employer is eligible to join the Pension Plan.
- 20.03 For all pension credited service after July 1, 1998 employee contributions to the Pension Plan are 3.5% of annual eligible earnings up to the level of the Canada Pension Plan yearly maximum pensionable earnings (YMPE) and 5% of annual eligible earnings in excess of that level.
- 20.04 For all pension credit service after July 1998 the Pension Plan benefit level will be 1.25% of earnings up to the level of the YMPE and 1.75% of earnings in excess of that level for each year of pension credited service, calculated on the same final average earnings bases as currently.

ARTICLE 21 - SEVERANCE PAY

- 21.01 An employee who is laid off from work is eligible to receive severance pay under this Agreement. The amount of such severance pay shall be one (1) week's regular salary for the employee multiplied by the sum of the number of the employee's completed five (5) months of employment and the number of the employee's additional completed months of employment divided by five (5) to a maximum of seventy-eight (78) weeks regular salary for the employee. Such severance pay shall be paid on a lump-sum basis.
- 21.02 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.
- 21.03 An individual who is recalled to work after having received some or all of the severance pay he or she was entitled to shall, if the employee becomes entitled to severance pay again, have deducted from his or her continuous service the amount of continuous service used to determine the amount of severance pay previously paid to the employee. This adjustment in continuous service shall be made only for the purpose of calculating future entitlement to severance pay.
- 21.04 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 pay paid or payable under this Agreement shall be reduced by the amount of such statutory severance pay.

ARTICLE 22 - AUTOMOBILES

- 22.01 Any employee authorized to use their personal vehicle for Company business will be reimbursed at the Revenue Canada Prescribed Kilometer Rate. This rate will be reviewed and adjusted retroactively to the date Revenue Canada made it effective at least once per year.
- 22.02 Notwithstanding article 22.01, an employee who is currently a designated driver shall have the option to remain a designated driver and shall continue to be compensated in accordance with the Employer's current automobile program for the use of their automobile, which they are required to provide in the course of employment. All designated drivers will exit the program at the conclusion of each driver's five-year cycle.

A decision to opt out of the designated driver program shall be irrevocable.

- 22.03 The Employer will review the compensation for the use of a personal automobile periodically in accordance with the current automobile program. In the event the Employer adjusts any such compensation at The London Free Press, such adjustments shall apply to bargaining unit employees. The Union shall be supplied with the details of such review and of the adjustments to such compensation.
- 22.04 Employees must maintain the minimum levels of automobile insurance established by the Employer from time to time.

ARTICLE 23 - WAGES

- 23.01 The basic salaries set out in the Salary Schedule are minimum salaries and it is agreed that the Employer may grant discretionary merit increases based upon individual merit and performance.
- 23.02 The Employer will advise the Union of the salaries of new employees upon their hiring and discuss the matter with the Union before placing such new employees on the salary schedule. The Employer will consider among other things, the nature of the work performed by the employee in prior employment and its comparability to the job duties required by the Employer and the nature, size, circulation and frequency of the publication(s) for which the employee previously worked.
- 23.03 It is expected that employees will normally progress annually within their groups from the starting basic salary to the job rate basic salary. However, it is understood that the Employer may accelerate or not progress any employee in his or her basic salary progression within the group based upon its assessment of the employee's performance. If an employee's progression is accelerated, such employee shall be considered to have achieved the appropriate experience rating as a result of the acceleration.

- 23.04 In the case where an employee is not progressed, the employee may appeal to the Department Head who shall meet with the employee and a representative from the Union to review and attempt to resolve the appeal.
- 23.05 In the event the appeal is not resolved, it may, by notice in writing given to the Employer within thirty (30) days of the date the Company has provided their response, be referred to arbitration as provided under Article 6 of this Agreement.
- 23.06 Each employee will receive the general salary increase as applied to his or her basic salary. It is also expected that each employee in receipt of merit pay will normally receive the general salary increase as applied to that merit pay. However, it is understood that the Employer may withhold all or part of the application of the general salary increase to an employee's merit pay based upon its assessment of the employee's performance.
- 23.07 An employee who is assigned the work and responsibility of a higher salary group, for a period longer than one (1) hour shall receive an increase of ten (10%) per cent of the employee's basic salary per step, or the basic salary of the higher group, whichever is more. If an employee is requested by the company to perform the work of a lower salary group on a temporary basis, the employee will retain their regular salary. If an employee is demoted or moved to a lower ranked job through the bumping process, they will be moved to the appropriate rate in the lower salary group after a period of six (6) months.
- 23.08 The Employer will notify the Union of any new job classification it establishes in the bargaining unit. If the rate of pay for the new classification is challenged by the Union, the parties shall meet and endeavour to resolve the issue. Any change shall be retroactive to the date the employee began work in the new job classification. If the Union does not agree to the rate of pay for such new classification, the Union shall have the right to file a grievance with the Company within thirty (30) days of the Employer's response
- 23.09 "Basic Salary", wherever used in this Agreement shall mean the salary set out in the Salary Schedule or target income or benefit base, if applicable calculated over the previous fifty-two (52) weeks and does not contain either merit pay or shift differential.
- 23.10 "Regular Salary", wherever used in this Agreement shall mean basic salary plus merit pay or target income calculated over the previous fifty-two weeks (52) and does not contain shift differential.
- 23.11 "Merit Pay", wherever used in this Agreement shall mean that part of the regular salary paid to an employee which is above the job rate for his or her classification as set out in the Salary Schedule.
- 23.12 Summer hires outside of the Distribution Centre may have their starting rate reduced by 5% for every hire in that wage group to a maximum reduction of 25%.

FULL-TIME SALARY SCHEDULE

Article 23.12

GROUP 1

GROUP 2:

Insert Loaders

	Salary	Hourly
Start	384.38	10.25
After 1 yr.	402.56	10.74
After 2 yrs.	445.31	11.88
Job Rate	488.06	13.02

Oct. 6, 2011 Oct. 5, 2012

	Salary	Hourly
Start	388.22	10.35
After 1 yr.	406.59	10.84
After 2 yrs.	449.77	11.99
Job Rate	492.94	13.15

Oct. 6, 2012 Oct. 5, 2013

	Salary	Hourly
Start	394.04	10.51
After 1 yr.	412.69	11.01
After 2 yrs.	456.51	12.17
Job Rate	500.34	13.34

GROUP 3:Distribution Centre Lead hand, Press Cleaners, Reel Room, Loading Dock, Paper Handler,
Plate Making Assistant

Oct. 6, 2010 Oct. 5, 2011

	Salary	Hourly
Start	461.06	12.30
After 1 yr.	475.69	12.69
After 2 yrs.	491.81	13.12
After 3 yrs	506.44	13.51
After 4 yrs	522.56	13.94
Job Rate	536.81	14.32

Oct. 6, 2011 Oct. 5, 2012

	Salary	Hourly
Start	465.67	12.42
After 1 yr.	480.45	12.81
After 2 yrs.	496.73	13.25

After 3 yrs	511.50	13.64
After 4 yrs	527.79	14.07
Job Rate	542.18	14.46

Oct. 6, 2012 Oct. 5, 2013

	Salary	Hourly
Start	472.66	12.60
After 1 yr.	487.65	13.00
After 2 yrs.	504.18	13.45
After 3 yrs	519.17	13.85
After 4 yrs	535.71	14.29
Job Rate	550.31	14.68

GROUP 4

Billing Clerk, Typist

Oct. 6, 2010 Oct. 5, 2011

	Salary	Hourly
Start	541.69	14.45
After 1 yr.	560.06	14.94
After 2 yrs.	577.69	15.41
After 3 yrs	596.44	15.91
After 4 yrs	614.44	16.39
Job Rate	632.81	16.88

Oct. 6, 2011 Oct. 5, 2012

	Salary	Hourly
Start	547.11	14.59
After 1 yr.	565.66	15.08
After 2 yrs.	583.46	15.56
After 3 yrs	602.40	16.06
After 4 yrs	620.58	16.55
Job Rate	639.14	17.04

Oct. 6, 2012 Oct.5, 2013

	Salary	Hourly
Start	555.31	14.81
After 1 yr.	574.15	15.31
After 2 yrs.	592.22	15.79
After 3 yrs	611.44	16.31
After 4 yrs	629.89	16.80
Job Rate	648.73	17.30

Group 5:

Senior Cashier Clerk, Imaging Assistant, Office Services Clerk, Single Copy Sales Rep.

Oct. 6, 2010 Oct.5, 2011

	Salary	Hourly
Start	643.69	17.17
After 1 yr.	668.06	17.82
After 2 yrs.	692.81	18.48
After 3 yrs	717.19	19.13
After 4 yrs	741.19	19.77
Job Rate	765.94	20.43

Oct. 6, 2011 Oct.5, 2012

	Salary	Hourly
Start	650.13	17.34
After 1 yr.	674.74	17.99
After 2 yrs.	699.74	18.66
After 3 yrs	724.36	19.32
After 4 yrs	748.60	19.96
Job Rate	773.60	20.63

Oct. 6, 2012 Oct.5, 2013

	Salary	Hourly
Start	659.88	17.60
After 1 yr.	684.86	18.26
After 2 yrs.	710.24	18.94
After 3 yrs	735.23	19.61
After 4 yrs	759.83	20.26
Job Rate	785.20	20.94

GROUP 6

Accounts Payable Clerk, Billing Administrator,

Oct. 6, 2010 Oct.5, 2011

	Salary	Hourly
Start	705.19	18.81
After 1 yr.	732.94	19.55
After 2 yrs.	759.56	20.26
After 3 yrs	785.81	20.96
After 4 yrs	813.56	21.70
Job Rate	842.06	22.46

Oct. 6, 2011 Oct.5, 2012

	Salary	Hourly
Start	712.20	19.00
After 1 yr.	740.30	19.70
After 2 yrs.	767.20	20.50
After 3 yrs	793.70	21.20
After 4 yrs	821.70	21.910
Job Rate	850.50	22.70

Oct. 6, 2012 Oct.5, 2013

	Salary	Hourly
Start	722.92	19.28
After 1 yr.	751.37	20.04
After 2 yrs.	778.67	20.77
After 3 yrs	805.58	21.48
After 4 yrs	834.02	22.24
Job Rate	863.24	23.02

GROUP 7

Distribution Technician (Operators), Advertising SSR, Senior Collections Clerk, Classified Sales/Service Rep., Insert Coordinator, Reader Sales/Marketing Support Reps

Oct. 6, 2010 Oct.5, 2011

	Salary	Hourly
Start	765.94	20.43
After 1 yr.	797.81	21.28
After 2 yrs.	828.19	22.09
After 3 yrs	860.44	22.95
After 4 yrs	891.19	23.77
Job Rate	922.31	24.60

Oct. 6, 2011 Oct.5, 2012

	Salary	Hourly
Start	773.60	20.63
After 1 yr.	805.79	21.49
After 2 yrs.	836.47	22.31
After 3 yrs	869.04	23.17
After 4 yrs	900.10	24.00
Job Rate	931.54	24.84

Oct. 6, 2012 Oct.5, 2013

	Salary	Hourly
Start	785.20	20.94

After 1 yr.	817.88	21.81
After 2 yrs.	849.02	22.64
After 3 yrs	882.08	23.52
After 4 yrs	913.60	24.36
Job Rate	945.51	25.21

GROUP 8

Business Development Coordinator, Graphic Artist, Classified Inside Sales Rep.

Oct. 6, 2010 Oct.5, 2011

	Salary	Hourly
Start	807.94	21.55
After 1 yr.	843.19	22.49
After 2 yrs.	878.06	23.42
After 3 yrs	912.19	24.33
After 4 yrs	947.81	25.28
Job Rate	983.06	26.33

Oct. 6, 2011 Oct.5, 2012

	Salary	Hourly
Start	816.02	21.76
After 1 yr.	851.62	22.71
After 2 yrs.	886.84	23.65
After 3 yrs	921.31	24.57
After 4 yrs	957.29	25.53
Job Rate	992.89	26.48

Oct. 6, 2012 Oct.5, 2013

	Salary	Hourly
Start	828.26	22.09
After 1 yr.	864.39	23.05
After 2 yrs.	900.15	24.00
After 3 yrs	935.13	24.94
After 4 yrs	971.65	25.91
Job Rate	1007.79	26.87

GROUP 9

Press Technician, Distribution Coordinator, Electrician, Graphic Designer, Imaging Technician, Mechanical Technician, Senior DC Technician, Multi-Market SSR, Shipper/DC Technician, DC Scheduler/Senior DC Tech, Insert Sales Rep.

Oct. 6, 2010 Oct.5, 2011

	Salary	Hourly
Start	947.81	25.28
After 1 yr.	992.81	26.48

After 2 yrs.	1038.19	27.69
After 3 yrs	1082.44	28.87
After 4 yrs	1128.56	30.10
Job Rate	1173.94	31.31

Oct. 6, 2011 Oct.5, 2012

	Salary	Hourly
Start	957.29	25.53
After 1 yr.	1002.74	26.74
After 2 yrs.	1048.57	27.96
After 3 yrs	1093.26	29.15
After 4 yrs	1139.85	30.40
Job Rate	1185.68	31.62

Oct. 6, 2012 Oct.5, 2013

	Salary	Hourly
Start	971.65	25.91
After 1 yr.	1017.78	27.14
After 2 yrs.	1064.30	28.38
After 3 yrs	1109.66	29.59
After 4 yrs	1156.95	30.85
Job Rate	1203.46	32.09

GROUP 10

Marketing Information Analyst, Technical Support Analyst

Oct. 6, 2010 Oct.5, 2011

	Salary	Hourly
Start	983.81	26.24
After 1 yr.	1031.81	27.52
After 2 yrs.	1078.69	28.77
After 3 yrs	1125.94	30.03
After 4 yrs	1172.81	31.28
Job Rate	1220.44	32.55

Oct. 6, 2011 Oct.5, 2012

	Salary	Hourly
Start	993.65	26.50
After 1 yr.	1042.13	27.79
After 2 yrs.	1089.47	29.05
After 3 yrs	1137.20	30.33
After 4 yrs	1184.54	31.59
Job Rate	1232.64	32.87

Oct. 6, 2012 Oct.5, 2013

	Salary	Hourly
Start	1008.56	26.89
After 1 yr.	1057.76	28.21
After 2 yrs.	1105.82	29.49
After 3 yrs	1154.26	30.78
After 4 yrs	1202.31	32.06
Job Rate	1251.13	33.36

GROUP 11

Senior Imaging Technician, Senior Press Technician, Senior Electrician, Senior Computer Programmer, Programmer Analyst

Oct. 6, 2010 Oct.5, 2011

	Salary	Hourly
Start	1031.06	27.50
After 1 yr.	1079.44	28.79
After 2 yrs.	1129.69	30.13
After 3 yrs	1178.06	31.42
After 4 yrs	1228.69	32.77
Job Rate	1277.06	34.06

Oct. 6, 2011 Oct.5, 2012

	Salary	Hourly
Start	1041.37	27.77
After 1 yr.	1090.23	29.07
After 2 yrs.	1140.98	30.43
After 3 yrs	1189.84	31.73
After 4 yrs	1240.97	33.09
Job Rate	1289.83	34.40

Oct. 6, 2012 Oct.5, 2013

	Salary	Hourly
Start	1057.00	28.19
After 1 yr.	1106.59	29.51
After 2 yrs.	1158.10	30.88
After 3 yrs	1207.69	32.21
After 4 yrs	1259.59	33.59
Job Rate	1309.18	34.91

GROUP 12

Senior Technical Support Analyst, Senior Systems Analyst

Oct. 6, 2010 Oct.5, 2011

	Salary	Hourly
Start	1295.81	34.56
After 1 yr.	1360.69	36.29
After 2 yrs.	1422.94	37.95
After 3 yrs	1487.44	39.67
After 4 yrs	1550.06	41.34
Job Rate	1611.19	42.97

Oct. 6, 2011 Oct.5, 2012

	Salary	Hourly
Start	1308.77	34.90
After 1 yr.	1374.29	36.65
After 2 yrs.	1437.17	38.32
After 3 yrs	1502.31	40.06
After 4 yrs	1565.56	41.75
Job Rate	1627.30	43.39

Oct. 6, 2012 Oct.5, 2013

	Salary	Hourly
Start	1328.40	35.43
After 1 yr.	1394.91	37.20
After 2 yrs.	1458.73	38.90
After 3 yrs	1524.85	40.66
After 4 yrs	1589.05	42.37
Job Rate	1651.71	44.05

ADVERTISING COMPENSATION

Article 23.13 this Article expires January 1, 2012 with the introduction of the new plan listed below

Commission spreadsheets for LFP sales reps to go here (8 in total, I believe)

1. The payout of additional commission at 100% with a 70/30 cost sharing on out-of-business from dollar one with the employer absorbing 70% of the loss. Quota will be adjusted to reflect the 70% split.

Out of business will be defined as any outlet of any business, excluding multiple locations, that ceases operations within the seven-county market. For clarity, this would include closure, receivership or bankruptcy but would not include relocation or name change of a business by the existing or new owner of the same business (such accounts will remain with the servicing representative.) Out-of-business accounts will be agreed to in the period following the period in which the provision of necessary documentation has been provided and reconciled at year-end. Draw will not be reduced for agreed-to out of business accounts.

2. The commission payouts on above-quota sales will be calculated at 5% quarterly bonus and 16.5% annually on a non-cumulative basis.
 - Increase target income in each year by 20% of the annual percentage increase in quota; and
 - Increase target income by 1% for every 5% over quota achieved by the representative in the previous year.
 - It is understood that if quotas are reduced, target income will be reduced by 20% of the percentage reduction.
 - Target income is defined as the target income for the previous year.
 - It is understood that these increases apply in lieu of general wage increases applicable to the rest of the unit.
 - A new advertising sales representative becomes eligible for quarterly bonus if they are responsible for quota for a full quarter. For clarity, guaranteed months will be calculated on actual revenue sold.
 - Late adjustments that affect previously paid quarterly bonuses will be reconciled in the next quarter against any bonuses to be paid.
 - In the event a rep is not eligible for further quarterly bonuses in that year, the income will be adjusted at year-end to account for over-payment.

3. The 60/40 compensation plan will be maintained as an option. The provisions in 2 above, apply to the 60/40 plan as well.

ADVERTISING COMPENSATION January 1, 2012

Article 23.13

LFP – Advertising Department Compensation Plan, June 8, 2011

Article 23:13

The company agrees to implement the new compensation plan for advertising reps effective January 1, 2012. The company will not equalize accounts lists again when the plan is implemented in January 2012.

LFP Local Retail Outside Multi-Media Advertising Sales Rep: 100% Commissioned Sales, 10% commission rate on ROP/Insert Sales, 15% commission rate On-Line sales.

LFP Real Estate Multi-Media Advertising Sales Rep: 100% Commissioned Sales, 7.25% commission rate on ROP/Insert Sales, 15% commission rate On-Line sales.

LFP Automotive Advertising Sales Rep: 100% Commissioned Sales, 7.25% commission rate on ROP/Insert Sales, 15% commission rate On-Line sales.

LFP Major Retail Multi-Media Advertising Sales Rep: Annual salary of \$50,000 + .50% commission rate on ROP/Insert Sales, 15% commission rate On-Line sales.

LFP Local Retail Inside/Restaurant, New Business Development Multi-Media Advertising Sales Rep: Annual salary of \$17,500 + 10% commission rate on ROP/Insert Sales, 15% commission

rate On-Line sales.

The employer will pay annual bonuses of 3.5% for online and 2% for ROP/insert revenue, on revenue above previous year's actual.

If the account lists for real estate and/or automotive teams erode to the level of an average local retail list at any time during the life of this agreement, we will revisit the commission rates paid on revenue for these groups.

A draw of \$2,500 for local retail, real estate and automotive outside reps, and a draw of \$1400 for inside/rest./new bus dev reps, will be paid on non-commissionable pays. Commissions will be reconciled and the net paid in the month following the period in which commissions are earned. Draws may be reduced by mutual agreement at any time. If overpayment occurs, a draw reduction will not be implemented until the circumstances, and payback terms are discussed with the employee and a union rep. The union agrees the company should have flexibility on how to implement draw reductions based on individual circumstances. Disputes would go to the complaint-resolution committee before any disputed draw reduction is implemented.

A rep who leaves the company for any reason will be paid commissions only for all published sales to that date. A sales rep who gets laid-off gets paid commission for all published sales to that date, in addition to severance calculated on benefit base.

For the purposes of layoff all outside sales reps, excluding the outside restaurant/new business development position, will be treated as one group, regardless of their account list.

There will be no cap on commission payouts or bonuses.

In the first six months of implementation of the new compensation plan, (i.e. first six periods of 2012) the company will pay all sales reps the greater of their online commissions earned, or \$2,100.

ARTICLE 24 - MISCELLANEOUS

24.01 There shall be no discrimination by the Employer, the Union or any employee against an employee contrary to the provisions of the Ontario Human Rights Code. The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment, and agree that sexual harassment of employees will not be tolerated.

The parties agree that complaints of harassment shall be investigated and resolved in accordance with the "Harassment Policy".

24.02 There shall be no discipline, suspension or discharge except for just cause.

24.03 An employee may, upon request, have a steward present at a meeting with the Employer where the employee is being given a written notice of warning, or being suspended, discharged, or demoted for disciplinary reasons. The Employer shall advise the employee of this right in advance of such a meeting. When an employee is given a written notice of warning, suspension, discharge or disciplinary demotion the reason(s) will be indicated and

a copy of the letter given to the Union. The Employer agrees that any written notice of warning or suspension will be removed from any active employee's file and not used against such employee when such disciplinary letter is more than two (2) years old.

24.04 The Employer shall pay all authorized expenses incurred by the employee in the service of the Employer upon submission of expense reports in the prescribed form supported by vouchers and receipts when normally obtainable.

An employee will normally submit those expenses within thirty days (30) and the employer will normally reimburse the employee within a fifteen-day (15) period following the submission of the expenses.

24.05 Where the Employer requires the employee to attend a course or professional seminar, the Employer shall pay the full cost of the course or professional seminar in advance. Where the Employer approves an educational course requested by the employee, the Employer shall pay, on successful completion, the full cost of such course, which is to be attended on the employee's own time outside of normal working hours. Employees shall not be required to attend courses, events or professional seminars outside of the normal work week defined in Article 14.

24.06 The Employer shall select both a fully paid cellphone and appropriate plan package and provide it to those staff members it determines require one to perform their regular duties. Notwithstanding the foregoing, outside sales representatives and regional and city circulation representatives shall be so selected.

ARTICLE 25 - LEGAL COUNSEL

25.01 An employee who, as a result of performing assigned work in the proper course of the employee's duties, is sued or charged under a Federal, Provincial or foreign statute or a municipal by-law will, upon the employee's request, be provided with legal counsel selected (after consultation with the employee) and paid for by the Employer and shall not suffer loss of wages or benefits as a result thereof.

25.02 The Employer shall indemnify employees against any fines resulting from such legal proceedings.

ARTICLE 26 - PROFESSIONAL ACTIVITIES

26.01 The Employer will not publish letters to the editor or other material critical of employees without first making a reasonable attempt to contact the employee concerned.

26.02 The Employer will not enter the work of any employee in any contest without the permission of the employee concerned. Employees will not enter work published in The Free Press in any contest without the permission of the Employer.

26.03 Employees shall be free to engage in any activities outside of working hours provided such activities do not interfere with the performance of their work for the Employer. Employees will not perform service for publications or any other media in competition with the Employer without the Employer's permission. No employee will exploit his or her connection with the Employer without the Employer's permission.

ARTICLE 27 – REGULAR PART-TIME, PART-TIME AND TEMPORARY EMPLOYEES

27.01 A regular part-time employee is one who is regularly scheduled 22.5 hours or more per week and a part-time employee is one who regularly works fewer than 22.5 hours per week.

27.02 For the purpose of this Agreement a temporary employee shall mean one who is employed on a part-time or full-time basis for a period of time up to:

- (a) Six (6) consecutive months for any reason; extension or renewal of this temporary position shall be by mutual agreement only;
- (b) twelve (12) consecutive months for special projects;
- (c) twenty-four (24) consecutive months for leaves of absence.

The Union shall be notified in writing of the hiring of a temporary employee and the expected duration of and reason for the temporary position. A temporary employee whose services are no longer required or whose term has expired may be terminated upon two (2) weeks' written notice to the employee.

27.04 The provisions of this Agreement shall apply to regular part-time, part-time and temporary employees unless otherwise stated in Appendix "A" attached to this Agreement.

ARTICLE 28 - TERMINATION

28.01 This Agreement shall become effective on October 6, 2010, and shall expire on October 5, 2013. Within ninety (90) days but not less than thirty (30) days immediately prior to the termination of this Agreement, the Employer or the Union may initiate negotiations for a renewal of this Agreement.

SIGNED THIS DAY OF , 2011

FOR THE EMPLOYER

FOR THE UNION

Appendix A

REGULAR PART-TIME, PART-TIME AND TEMPORARY EMPLOYEES

The collective agreement applies to regular part-time, part-time or temporary employees unless the clause is amended by or coverage is excluded by this Appendix.

The following articles do not apply to temporary employees:

Article 7.05, 7.06, 7.13, 7.14, 11.03, 11.04, 14.01, 14.12 and 21.

7.01 A regular part-time and part-time employee shall be on probation until he or she has completed sixty-five (65) shifts of work.

Insert Loaders hired after August 16, 2011 will progress on the grid to the after one (1) year when they have worked 1400 hours or 1 year whichever is longer, and annually to the job rate there-after.

Regular part-time, part-time and temporary employees shall accrue seniority on the basis of hours paid plus the appropriate vacation entitlement. Seniority accrues during pregnancy and parental leave and during any other applicable leave of absence up to one-month duration based on the average weekly number of hours paid, plus appropriate vacation entitlement during the previous six (6) months.

7.03 The employer, when creating a seniority list under the provisions of Article 7.03, shall convert the hours to a date using the conversion factor of 37.5 hours or major part thereof equals one week.

7.04 A part-time or temporary employee will lose all seniority and be deemed to have terminated employment with the employer if they are absent for three (3) consecutive shifts unless a satisfactory reason is provided to the employer.

7.05 Should the employer determine there is a need to reduce hours of regular part-time or part-time employees, the Union and the employer shall meet without delay to discuss the issue and determine an appropriate process for the redistribution of hours of work. The Union will agree that the meeting under this paragraph will be completed within ten (10) days from the date the employer announces the need to reduce hours. Should the parties fail to reach an agreement, the Employer may reduce hours in inverse order of seniority. However, it is understood that no regular part-time or part-time employee shall see their hours reduced by more than fifteen (15) per cent, unless the Employer and the Union have reached an agreement to avoid layoffs under Article 7. The parties agree the 15% reduction in hours will be applied in a manner to minimize hardship on employees.

The part-time employees outside of the Distribution Centre will have base hours determined on the same basis as regular part-time employees.

For the Distribution Centre there will be no base hours for part-time employees however the scheduling process described in the next paragraph will ensure an equitable distribution of the hours available.

Schedules in the Distribution Centre, will be established in the following manner: Full-time employees shall be assigned their regular hours, then regular part-time employees will be assigned their base hours, then part-time employees will be equitably assigned the remaining hours. Where the employer requires additional employees the employer will offer those shifts to employees who have placed their names on the “flex” list. In emergency situations, that is, situations where the requirement to fill the shift or shifts could not have been predicted, the employer will offer those shift(s) to employees on the “call-in” list.

Flex List

A “flex list” will be established on a monthly basis. Regular part-time and part-time employees who wish to work extra shifts may place their names on the list for the month. When shifts become available, the shifts will be offered to employees on the list, in order of seniority on a rotational basis. Employees who know they will not be available on specific dates shall inform the employer in advance.

The list for each month shall be prepared in the last week of the preceding month.

Call-In List

A call-in list will be established for emergency situations (i.e. those situations which could not be predicted.) The call-in list may include regular part-time, part-time and temporary employees who can make themselves available for work on short notice. Employees will be called in order of seniority on a rotational basis.

8.02 Not applicable to Part-time or temporary employees

8.03 Not applicable to Part-time or temporary employees

8.05 Not applicable to Part-time or temporary employees

9 Regular part-time, part-time and temporary employees will only be paid bereavement leave for days they would have otherwise worked.

11.03 For the purposes of Section 11.03, regular part-time and part-time employees will accrue vacation entitlement during the period of the leave to which they are entitled under the Employment Standards Act and vacation pay for such period will be calculated solely on the basis of the average number of hours per week worked for the Employer in the twenty (20) week period immediately preceding the commencement of the leave. For the purposes of Section 11.03, the SUB payment to part-time employees will be equal to the amount of weekly employment insurance benefits he or she will receive calculated solely on the basis of the average number of hours per week worked for the Employer in the twenty (20) week period immediately preceding the commencement of the leave.

11.04 Family Emergency Leave does not apply to part-time or temporary employees.

14.01 The work-week for new regular part-time employees may fluctuate but will not drop below 22.5 hours. The reduction of hours referred to in article 7.05 shall not reduce hours below 19, however there shall be no change if the employees' status as regular part-time.

Other than in the distribution centre, new regular part time and part-time employees shall be hired with a written expectation of hours of work per week that shall be the basis of their Article 7.05 rights.

14.02 Provision in this article respecting time bank will apply to Regular part-time employees in the Distribution Centre.

Overtime for employees in the Insert Loader classification will be paid after 10 hours per day or 37.5 hours per week

The assignment of jobs to insert loaders on the schedule will be done so that the rotation between various jobs is done fairly.

14.06 Regular part-time, part-time and temporary employees shall not be scheduled more than six (6) consecutive days unless they so agree.

The provisions of Article 15, other than Section 15.10, do not apply to regular part-time employees. Each such employee shall receive vacation pay in January and June of each year based upon a percentage of his or her earnings in the immediate previous vacation year as described in Section 15.01. The vacation year shall begin on January 1 and end on December 31 of the same year.

Vacation pay shall be calculated as follows:

- (a) A regular part-time employee with less than six (6) years of continuous service as of December 31 in any year shall receive vacation pay of six (6) per cent of earnings in the previous year.
- (b) A regular part-time employee with six (6) years or more but less than ten (10) years of continuous service as of December 31 in any year, shall receive vacation pay of eight (8) per cent of earnings in the previous year.
- (c) A regular part-time employee with eleven (11) years of continuous service as of December 31 in any year, shall receive 8.4% of earnings in the previous year.
- (d) A regular part-time employee with twelve (12) years of continuous service as of December 31 in any year, shall receive 8.8% of earnings in the previous year.
- (e) A regular part-time employee with thirteen (13) years of continuous service as of December 31 in any year, shall receive 9.2% of earnings in the previous year.
- (f) A regular part-time employee with fourteen (14) years of continuous service as of December 31 in any year, shall receive 9.6% of earnings in the previous year.

- (g) A regular part-time employee with fifteen (15) years or more but less than twenty-two (22) years of continuous service as of December 31 in any year, shall receive vacation pay of ten (10%) per cent of earnings in the previous year.
- (h) A regular part-time employee with twenty-two (22) or more years of continuous service as of December 31 in any year, shall receive vacation pay of twelve (12%) per cent of earnings in the previous year.
- (i) For the purposes of subparagraphs 5(a), 5(b), 5(c) 5(d), 5(e), 5(f), 5(g) and 5(h) the provisions of Section 15.08 apply.

The vacation pay for Regular Part-time employees shall be paid in January and July of each year.

Part-time and part-time temporary employees shall receive vacation pay of four (4%) per cent of earnings with each bi-weekly pay.

Regular part-time employees shall be entitled to vacation time off without pay on the same basis as full-time employees. Part-time or part-time temporary employees shall be entitled to two weeks of vacation time off without pay.

For the purposes of Article 16 part-time or temporary employees will not be eligible for additional recognized holidays.

Full-time temporary employees shall be entitled to two weeks vacation with pay annually in lieu of vacation pay.

For the purposes of Article 18 and Article 21, regular salary for a part-time employee shall mean the average weekly number of hours paid in the pays received during the previous six (6) months.

Articles 18,19 & 20 shall not apply to part-time or temporary employees.

Article 21 Severance pay for temporary employees will be made in accordance with the Employment Standards Act.

APPRENTICESHIP

- (1) At the discretion of the employer, the Union and the Employer will cooperate to institute an ongoing apprenticeship plan.
- (2) In the event apprentices are hired by the Employer the pay scale shall be as follows over a period of four (4) years:

First six (6) months	45% of Job Rate
Second six (6) months	50% of Job Rate
Third six (6) months	55% of Job Rate

Fourth six (6) months	60% of Job Rate
Fifth six (6) months	65% of Job Rate
Sixth six (6) months	70% of Job Rate
Seventh six (6) months	75% of Job Rate
Eighth six (6) months	80% of Job Rate

- (3) If the Employer decides at any stage of an apprenticeship that the apprentice will not have the skill, ability, merit or efficiency to perform as a press technician at a satisfactory level, the apprentice will be subject to layoff on three (3) month's notice. If the employee successfully completes the apprenticeship and no press technician positions are available, the employee shall receive eighty-five per cent (85%) of the job rate under this status.

LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING #1 RE: COMMISSIONED SALES REPRESENTATIVES (This letter expires January 1, 2012)

- (a) Changes to a sales representative's territory and/or account list shall not be made arbitrarily. Any proposed change would be discussed at a meeting of the representative, management and a Union representative if the sales representative so requests. (A written record of the changes will be provided to the Union within two weeks of the meeting.) It is understood that quotas will be adjusted to reflect account changes. Where a sales territory is altered by the Company the affected representative shall have the option to change plans immediately. It is understood that territories will be established on a geographic basis with the exception of vertical categories (automotive and real estate.)
- (b) New incoming accounts will be assigned based on geographical territories or vertical categories as assigned.
- (c) It is not the intention of the employer to increase the number of outside sales representatives with the result of significantly reducing the account lists or earning potential of outside sales reps.
- (d) Revenue quotas will be established annually (in consultation with the affected sales representative) and broken down on a month-to-month basis as soon as approval from Corporate is obtained. If these targets are not received prior to January 31, interim targets for the initial periods will be provided to sales representatives. It is understood that quotas may either be increased or decreased.
- (e) There will be no cap on commission payouts.
- (f) Credit status reports and revenue reports are available to sales representatives; however, the employer will make every reasonable effort to provide a sales representative with a written notice of the change in credit status of any advertiser on the rep's account list. Sales representatives who do not follow credit policy will not be credited with revenue from the sale until payment is received.
- (g) Sales representatives are responsible for providing accurate advertising information but errors that are not the fault of the sales representative will not be charged against advertising revenue.

- (h) All retail and classified display lineage, excluding employment but including ROP, insert, special sections, on-line advertising, and net profit from commercial print shall be eligible for commission for the appropriate sales representative.
- (i) The Company will include contra revenue in revenue quotas and sales reps will be paid on this revenue in accordance with the commission plan. This revenue will be included in the following year's target. For clarity representatives will not be paid on gift-in-kind or promo as this is not revenue. Representatives may volunteer to service such accounts.
- (j) Draws may be reduced by mutual agreement at any time. The Company will automatically institute a draw reduction if a sales representative is below quota at any time to ensure a non-deficit scenario. Should the employee return to a non-deficit position, the draw will be restored.
- (k) After annual compensation has been reconciled and approved by both the Controller and Publisher, re-payment arrangements must be commenced by the end of the first quarter and re-payments must be completed by the end of the second quarter.
- (l) After annual compensation has been reconciled and approved by both the Controller and Publisher, the company will make every reasonable effort to pay commission and/or bonus payments no later than the last week of February.
- (m) The Company will make every reasonable effort to inform the sales representative of any discussion with a client that may affect the relationship. Sales representatives will be given the opportunity to volunteer to service accounts that do not generate revenue.
- (n) New employees will be guaranteed their target revenue for 60 days at which time they must choose between 60/40 and 100% commission.
- (o) The Company shall maintain support personnel at a level to provide support in all teams at all times, including vacation and illness.
- (p) Vacation schedules will be based on operational requirements to ensure there are not multiple absences within each group, so sales representatives will be able to schedule appropriate time to their territories.
- (q) Relief for Transferred Accounts:

Permanent transfers: Sales representatives who inherit transferred accounts will be given 90 days grace against any net revenue loss/losses for those accounts combined. If by year-end the accounts show net gain/gains, then relief will not be given. For clarity, this refers to single accounts or multiple moves that take place at one time. The grace period will begin from the first day of the period following the date account/s are transferred.

Temporary Account Assignment: Sales representatives managing accounts on a temporary basis will be given grace for the period of the temporary assignment against net revenue loss/losses on all temporary accounts combined.

- (r) All representatives will have the option of changing their compensation plan two weeks after the employer has established the quota for the year and it is understood that all pay and plan adjustments will be applied retroactively to the beginning of the year.
- (s) A Pennysaver sales representative may manage insert clients when it is advantageous for the client. Quotas will be adjusted when the account management commences.

The Union and the Employer agree to continue to discuss the introduction of Blackberrys. The Union and the Employer agree to reduce quota for advertising sales reps who volunteer for union positions at the rate of 0.4 per cent of their annual quota for every day spent away from regular duties doing union work, up to a maximum of:

Four days (4) for a steward
Eight days (8) for a unit chair or vice-chair
Fifteen days (15) for a unit chair or vice-chair who is a local vice-president

In addition, quota for one sales rep will be reduced at the rate of 0.4 per cent of annual quota for every day spent away from regular duties to serve on the bargaining committee.

LETTER OF UNDERSTANDING #1 RE: COMMISSIONED SALES REPRESENTATIVES

1. New incoming accounts will be assigned on a next-up basis within the appropriate sales category. A sales rep with an out-of-business account will be added to the top of the list. A rep who opts not to receive a new account forfeits their turn. (See Understanding below)
2. Advertising reps are required to follow credit policies. Until a sales rep is notified in writing of client credit issues, the sales rep is entitled to all commissions.
3. Sales Reps are responsible for providing accurate information but errors that are not the fault of the sales rep will not be charged against advertising revenue.
4. All retail and classified display revenue, excluding employment but including ROP, insert distribution, special sections, on-line advertising shall be eligible for commission at the rate appropriate to each sales representative. Gross revenue from commercial print will be paid at a commission rate of 2%.
5. Sales reps will not be paid on gift-in-kind or promo as this is not revenue. Reps may volunteer to service such accounts.
6. Contra revenue will be included in sales revenue and sales reps will be paid commission at the appropriate rate.
7. Account representatives managing accounts on a temporary basis exceeding 30 days will be paid commission at the appropriate rate.
8. Changes to a sales rep's account list shall not be made arbitrarily. Any proposed change will be discussed prior to implementation of the change, at a meeting with the sales rep, manager and a union rep if the sales rep so requests.
9. The company will not create a sales position with the intent of negatively impacting the income of existing sales reps. The company will work with sales reps and the union to minimize any impact of new initiatives on sales reps' income.
10. Any redistribution of accounts from a permanently vacant list will be done in a fair and equitable manner among sales reps in that group.
11. If the company decides to keep a vacant list intact, it will post the vacancy, including the total revenue of this list. All reps will be encouraged to indicate their interest in writing to

the director of advertising within 5 days. All such reps will be given serious consideration. If an internal candidate does not the assume the list, the employer will not assign a new rep an account list that is of greater value than the average of all accounts lists within that sales group at date of hire.

12. New Outside Local Retail, Automotive, Real Estate and Key Account Sales Reps will be given a salary of \$2,500 per pay for the first eight (8) weeks of employment. New Inside Sales Reps and New Restaurant/New Business Outside Sales Reps will be given a salary of \$1,400 per pay for the first eight (8) weeks of employment. These reps will be paid the better of the 100% commission plan or this salary.
13. Commission rates include all statutory payments regarding vacation/ public holiday pay.
14. The company will provide smart phones to outside sales reps. Laptops will be provided to outside sales reps if/when corporate approval is received.
15. The employer shall maintain support personnel (SSRs and graphic designers) at a level which provides adequate support for all teams, at all times, including vacation and illness.
16. The employer will provide sales reps with month-to-date revenue/activity reports weekly.
17. A joint dispute-resolution committee will be created to resolve any issues regarding 100% commission sales plans when they arise.

Understandings:

Benefit Base equals prior year's earnings. For a new sales rep benefit base is income generated from the account list in the previous year.

Next-up list:

- Kept by management, but available to anyone
- Initially would start with everyone in seniority order
- New incoming accounts will be assigned on a next-up basis within the appropriate sales category
- The first rep to report an out-of-business account would be added to the top of the list (but not removed from seniority order).
- The next sales rep to report an out-of-business account would be added below the first rep with out of business, but ahead of the seniority list.
- A rep with a second out-of-business account would be added to the list above the seniority list, but below the previously declared out-of-business reps.

Out of Business is defined as any outlet of any business, excluding multiple locations, that ceases operations within the seven-county market. This would include closure, receivership or bankruptcy, but would not include relocation or name change of a business by the existing or new owner of the same business. Any disputes will be referred to the dispute-resolution committee.

Union Work:

The company will compensate sales reps for union work in the manner prescribed in the expired collective agreement for all union work prior to January 1, 2012.

After January 1, 2012 the company will pay sales reps for union work at the rate of 0.4% of previous year's gross income, to a maximum of \$320 per day, in addition to all commissions and bonuses earned in the year in which the days were taken, up to a maximum of:

4 days for a steward

8 days for a unit chair or vice-chair

15 days for a local vice-president

In addition, the company will pay 0.4% of previous year's gross income, to a maximum of \$320 per day, for every day a sales rep spends away from regular duties to serve on a bargaining committee.

LETTER OF UNDERSTANDING RE #2: PERSONNEL AND PERFORMANCE APPRAISAL FILES

This will confirm our understanding with respect to the personnel and performance appraisal files of employees. Each employee has the right to review his or her files at any time in the presence of a supervisor and respond in writing to any matter in the files with which he or she disagrees.

For this purpose, the employee may receive a copy of the matter disagreed with and any written response will be placed in the files.

Any anonymous phone calls or letters critical of an employee received by the Employer will be discussed at once with the employee and if upon investigation not shown to be true, will be destroyed.

LETTER OF UNDERSTANDING #3 RE: PENSION PLAN

The Parties to this Collective Agreement agree that the London Free Press Pension Plan (1986) shall be reopened.

All employees who were previously members of this plan will be re-admitted to the Plan effective the date of ratification of this agreement.

All employees with one year of continuous service will be eligible to join the plan.

For clarity, it is understood that participation in the pension plan is voluntary.

LETTER OF UNDERSTANDING #4 RE: BONUS PLANS

The Company will maintain the current bonus plans, however if the Employer determines there is a need to change or modify the plans, the modifications will be discussed with the Union.

LETTER OF UNDERSTANDING #5 RE: PARKING

The employer will maintain the status quo on parking for as long as the parking lot remains available.

LETTER OF UNDERSTANDING #6 RE: PRESSROOM STAFFING

The employer will take every reasonable measure to maintain staffing levels in the pressroom that are adequate to ensure the health and safety of employees.

It is further understood the employer will maintain the current practice with respect to breaks.

LETTER OF UNDERSTANDING #7 RE: INK CANISTERS

The Company agrees not to reintroduce pressurized ink canisters.

LETTER OF UNDERSTANDING #8 RE: SUNDAY WORK

The Employer agrees to make every effort to schedule Sunday work in an equitable fashion with the goal of having employees work no more than two (2) Sundays in each four (4) week period.

It is recognized that this pattern may not apply when the scheduling of vacations, during peak vacation periods, must be accommodated.

The objective will be to schedule employees to work no more than fifty per cent (50%) of the Sunday shifts unless requested by the employee. This scheduling will be the subject of discussion by the parties during the course of the year.

LETTER OF UNDERSTANDING #9 RE: RELIGIOUS HOLIDAY SUBSTITUTION

The Employer will not unreasonably deny the request of a bargaining unit employee to substitute a religious holiday for a recognized holiday.

LETTER OF UNDERSTANDING #10 RE: DEFERRED COMPENSATION LEAVE

This letter will confirm our commitment made to you during negotiations that the Employer will, upon the written request of a bargaining unit employee, establish an unfunded deferred compensation leave arrangement.

Such arrangement shall be within the confines of the law and it is understood that no more than two (2) employees in any classification, or a total of four (4) employees in the bargaining unit, may be off on such leave at any one time.

There will be no loss of seniority as accrued to the beginning of such leaves.

Employer and employee benefit contributions will continue throughout the period of the arrangement as if the employee was working for the whole period and will be based on the salary paid to the employee throughout the period of the arrangement.

Exceptions to the benefits arrangement will be pension and LTD, in which case the employee and Employer contributions and benefit will be based on such employee's unadjusted regular salary.

Time off for such leaves will not be counted as time worked for the purposes of vacation pay and it will be prorated accordingly.

The Employer will pay any administrative costs associated with the arrangement. Part-time employees who work on average three (3) shifts a week or more during the six (6) month period prior to the written request are eligible for deferred compensation leave. Temporary employees are not eligible for deferred compensation leave.

LETTER OF UNDERSTANDING #11 RE: BARGAINING COMMITTEE WAGES

Notwithstanding Article 3.04, the Employer agrees that in order to expedite the negotiation of a new Collective Agreement, when up to seven (7) 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 plus applicable shift differentials 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 or non-scheduled hours.

LETTER OF UNDERSTANDING #12 RE: LICENCES

The Employer agrees to reimburse employees for the cost of all necessary trade-related licenses required by employees to do the work assigned by the Employer.

LETTER OF UNDERSTANDING #13 RE: RETAIL SALES REPRESENTATIVE HOURS

The Parties recognize that a sales representative's revenue objective is to be achievable within the normal work week. It is therefore understood that sales representative may require a flex schedule to address specific customer concerns. The sales representatives will be required to inform the sales manager if they require flexibility in their schedule. The sales manager will be required to approve such request.

The Employer may schedule mandatory meetings, training or other functions during the regular hours of work 8:30 am to 5:00 pm, Monday through Friday.

LETTER OF UNDERSTANDING #14 RE: ARTICLE 3.06

This letter confirms our understanding during negotiations that Union stewards and executive members may utilize the email system during working hours for incidental purposes restricted to the administration of their duties as stewards or executive members. Employees may use the email system during working hours for the purpose of contacting a union steward or executive member to request assistance.

LETTER OF UNDERSTANDING #15 RE: LAYOFFS

In the event of layoff, requests for voluntary buyouts will be considered from employees in the same job classification as employees who have been given notice of layoff. Those employees who receive a voluntary buyout will receive severance in accordance with the Collective Agreement and will have no recourse to recall. Volunteers must declare their intention in writing within ten (10) days of the notification of layoff.

LETTER OF UNDERSTANDING #16 RE: ATTENDANCE

This will confirm the agreement between the Parties that an employee who fails to appear for a scheduled shift without providing advance notification of the absence to the employer will be given a verbal warning.

Should the employee fail to appear for a second scheduled shift without providing advance notification of the absence to the employer the employee will be suspended for one day.

Should the employee fail to appear for a third scheduled shift without providing advance notice to the employer, the employee will become ineligible for participation in the call or flex list for a period of one year (1), and receive a three-day (3) suspension.

Any subsequent failure to appear for work without advance notice to the employer shall constitute grounds for dismissal.

The discipline described above shall not be imposed if the employee provides a reasonable explanation for the failure to provide advance notice of the absence.

The employer shall provide a secure system through which employees can report that they will be absent. Employees may report by voice mail, direct telephone contact or by email.

Any employee who is absent from work by reason other than layoff or an approved leave of absence for a period of six months (6) shall be deemed to have quit. Any employee who is not scheduled to work during any fourteen (14) consecutive days may request a Record of Employment.

LETTER OF UNDERSTANDING #18 RE: DISTRIBUTION COMMITTEE

The Parties agree to maintain a Distribution Centre Committee. The committee shall continue to evaluate the issues affecting employees and operations of the distribution centre. The committee shall, among other responsibilities, monitor the effectiveness of the implementation of the agreed-upon formula for establishing the use of hand-up, half-time and the speed of the line. The committee also would review the overtime distribution procedure described in Article 14.03 on a periodic basis.

The committee also shall operationalize the agreement-in-principle (included below) between the parties on scheduling in the Distribution Centre.

The Parties agree that the scheduling system in the Distribution Centre must not only follow the rules established in the Collective Agreement, it must also be seen to follow those rules.

This transparency must assure employees that the seniority list and flex and call lists have been used as outlined in Appendix A of the agreement in establishing schedules, including time off and vacations, and the filling of vacancies on a call-in basis.

In addition, employees and the company must be able to accurately track the employee's regular and overtime hours for each pay group in which they may be assigned.

Employees and the Company share a responsibility in the communication regarding the schedule. The Company must post schedules and notify employees of changes and employees must call if they have been absent to ascertain when they are next scheduled to work.

The method by which employees call in to report they will be absent must be secure and a back-up system must be available.

LETTER OF UNDERSTANDING #19 Post Age 65 Employment

Notwithstanding Article 18 or any other article of this agreement, the parties agree that in the event that an employee continues to work past the age of sixty five (65), the following will apply for the duration of the collective agreement. The employee shall continue to be covered under the FlexMedia plan referred to in Article 18 under the terms of that plan, Except he/she shall not be eligible for Long term Disability coverage.

LETTER OF UNDERSTANDING #20 RE: STD Plan / Casual Absenteeism

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

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

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

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

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

Press Room Schedule

Night Shift

Both ends collect
Proposed

	Crew 1	Crew 2	Casuals
Sunday	8 p.m.- 7 a.m. 10.5 hrs	Off	Off
Monday	Off	8 p.m. – 7 a.m. 10.5 hrs	8 p.m. – 3 a.m. 6.5 hrs.
Tuesday	Off	8 p.m. – 7 a.m. 10.5 hrs.	8 p.m. – 3 a.m. 6.5 hrs.
Wednesday	8 p.m. – 7 a.m. 10.5 hrs.	Off	8 p.m. – 3 a.m. 6.5 hrs.
Thursday	7 p.m. – 7 a.m. 11.5 hrs.	Off	7 p.m. – 4 a.m. 8.5 hrs.
Friday	Off	6 p.m.- 5:30 a.m. 11 hrs.	6 p.m. – 4 a.m. 9.5 hrs.
Saturday	Off	8 p.m.- 7 a.m. 10.5 hrs.	Off
	<u>32.5</u>	<u>42.5</u>	<u>37.5</u>

Day Shift

Crew 1

Sunday	Off
Monday	7 a.m. – 3 p.m. 7.5 hrs.
Tuesday	7 a.m. – 3 p.m. 7.5 hrs.
Wednesday	7 a.m. – 3 p.m. 7.5 hrs.
Thursday	7 a.m. – 3 p.m. 7.5 hrs.
Friday	7 a.m. – 3 p.m. 7.5 hrs.
Saturday	Off
	<u>37.5</u>

* Every other weekend scheduled off

Pre-Press Schedule

Night Shift

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6
Sunday	Off	7.5 hrs	Off	Off	Off	Off
Monday	7.5 hrs.	Off	7.5 hrs.	7.5 hrs.	7.5 hrs.	7.5 hrs.
Tuesday	7.5 hrs.	7.5 hrs	7.5 hrs.	7.5 hrs.	7.5 hrs.	7.5 hrs.
Wednesday	7.5 hrs.	7.5 hrs				
Thursday	7.5 hrs.	7.5 hrs				
Friday	7.5 hrs.					
Saturday	Off	Off	Off	Off	Off	Off
	<u>37.5</u>	<u>37.5</u>	<u>37.5</u>	<u>37.5</u>	<u>37.5</u>	<u>37.5</u>

Information Systems Schedule

	Week 1 Nights	Week 2 Days	Week 3 Days	Week 4 Nights
Sunday	Off	Off	Off	10 hrs.
Monday	Off	8 hrs.	8 hrs.	10 hrs.
Tuesday	Off	8 hrs.	8 hrs.	10 hrs.
Wednesday	10 hrs.	8 hrs.	8 hrs.	Off
Thursday	10 hrs.	8 hrs.	8 hrs.	Off
Friday	10 hrs.	8 hrs.	8 hrs.	Off
Saturday	10 hrs.	Off	Off	Off
	<u>40</u>	<u>40</u>	<u>40</u>	<u>30</u>

* **Averaging occurs over 4 weeks**

Property Maintenance Schedule

	Electricians	Mechanical Maintenance	
Night Shift		Week 1	Week 2
Sunday	10 p.m. – 4:30 a.m – 6 hrs.	7 p.m. – 4:30 p.m.-9 hrs.	Off
Monday	8:30 p.m – 4:30 p.m – 7.5 hrs.	7 p.m. – 5 a.m. – 9.5 hrs.	Off
Tuesday	8:30 p.m – 4:30 p.m.- 7.5 hrs.	Off	7 p.m. – 5 a.m.- 9.5 hrs.
Wednesday	8:30 p.m.- 4:30 p.m.-7.5 hrs.	Off	7 p.m. – 5 a.m.- 9.5 hrs.
Thursday	7 p.m. – 4:30 p.m. – 9 hrs.	7 p.m. – 5 a.m.- 9.5 hrs.	7 p.m. – 5 a.m. – 9.5 hrs.
Friday	Off	8 p.m. – 6 a.m. – 9.5 hrs.	Off
Saturday	Off	Off	7 p.m. – 4:30 p.m.-9 hrs.
	<u>37.5</u>	<u>37.5</u>	<u>37.5</u>

Day Shift

Sunday	Off	Off
Monday	8 a.m. – 4:30 p.m. – 7.5 hrs.	8:30 a.m. – 4:30 p.m. – 7.5 hrs.
Tuesday	8 a.m. – 4:30 p.m. – 7.5 hrs.	8:30 a.m. – 4:30 p.m. – 7.5 hrs.
Wednesday	8 a.m. – 4:30 p.m. – 7.5 hrs.	8:30 a.m. – 4:30 p.m. – 7.5 hrs.
Thursday	8 a.m. – 4:30 p.m. – 7.5 hrs.	8:30 a.m. – 4:30 p.m. – 7.5 hrs.
Friday	8 a.m. – 4:30 p.m. – 7.5 hrs.	8:30 a.m. – 4:30 p.m. – 7.5 hrs.
Saturday	Off	Off
	<u>37.5</u>	<u>37.5</u>

Rotator

Sunday	Off
Monday	Off
Tuesday	8 a.m. – 4:30 p.m. – 7.5 hrs.
Wednesday	8 a.m. – 4:30 p.m. – 7.5 hrs.
Thursday	8 a.m. – 4:30 p.m. – 7.5 hrs.
Friday	6 p.m. – 4:30 a.m. – 10 hrs.
Saturday	10:30 p.m. – 4 a.m. – 5 hrs.
	<u>37.5</u>

Electricians

- Understanding is that when the press run for edition has been completed and the DC is clear then the Electrician may go home and receive full pay.
- Overtime will be paid when hours exceed the standard work days or week.

DISTRIBUTION CENTRE SCHEDULE

Day Shift

Day Shift Tech works flex hours totaling 37.5 hours in a week. It all depends on what happens during the week. Thursday may very well be a 14 hour day and a Monday the Tech might not work at all or jut a few hours. It varies every single day and every week depending on what is being run and how many inserts there are.

Night Shift

DC Techs

Four week cycle – 20 shifts over 4 weeks

Fluctuates every week and the basis for this is that staff get every 3rd weekend off – Friday, Saturday, Sunday nights 6, 5, 4, 4, shift per week rotation – averaging in first two weeks of four

week cycle. Scheduled every 3rd weekend.

Senior Techs

5 shifts / week as a general rule.
Every other Friday off.

Hours of Work for Shipper/DC Tech: (Day = edition)

Tuesday through Thursday	9:30 p.m. to 6:30 p.m.
Friday and Saturday	10:00 p.m. to 6:30 p.m.
Sunday and Monday	11:30 p.m. to 6:30 p.m.

Two weekends off in four

* Note shift times may fluctuate due to press times.

Addendum to the Collective Agreement between the London Free Press and Communications Energy and Paperworkers Union of Canada Local 87M (General Unit)

This addendum forms part of the Collective Agreement and will expire October 5, 2013.

- 1 a) The parties agree all press technicians will progress normally through all wage progressions provided for in the Collective Agreement. All covenants of the Collective Agreement apply to all employees.
- 2 b) Full-Time employees will be guaranteed 37.5 hours a week, or 75 hours averaged over two (2) weeks. However, employees in the pressroom and distribution centre may be scheduled for up to forty-two (42) hours per week without overtime. Pressroom and distribution centre employees will get paid overtime on hours worked in excess of eighty-four (84) hours of two (2) weeks. Overtime will only be paid to pressroom and distribution centre staff on hours worked in excess of seventy-five (75) hours over two (2) weeks if the employee's current schedule is changed to add more shifts, but not if the employee's schedule is changed to add more hours to existing shifts. Employee will be paid straight time for all hours between seventy-five (75) and eighty-four (84) hours every two (2) weeks. Full-Time employees affected by the original Addendum dated February 9, 2009 will be allowed to bank any straight time hours over 75 in a two week period.
- c) Severance calculations for full-time employees who are laid off from the distribution centre or pressroom will be based on their average weekly hours worked during the past six (6) months. For clarity this does include overtime or shift differential.
- d) Employees will accrue and take vacation based on their weekly average hours worked to a maximum of forty-two (42) hours. For clarity, vacation entitlement as set out in Article 15 remains the same.
- e) Before changing the schedule in the distribution centre, the employer will first meet with the distribution centre to discuss the workload and possible scheduling solutions.

- f) Before changing the schedule in the pressroom, the employer will first meet with the union, including the pressroom steward, to discuss the workload and possible scheduling solutions.
- 3) This settlement by no means creates a practice or precedent that can be relied on by either party for new hires or for the opening of any collective agreements prior to its natural expiry date

HARASSMENT POLICY

- 1. For member-to-member allegations of harassment we maintain the existing procedure. When there is an allegation of member-manager harassment, the individual may approach the Director, Human Resources, the Unit Chair or Vice Chair who will contact an independent third party, jointly appointed by the Union and the Employer who will conduct the investigation.
- 2. The Parties agree to:
 - a) Include a process to report back to the complainant the results of the investigation and what remedial action(s) have been taken.
 - b) Continue education on harassment issues and reporting procedures.

PURPOSE

The London Free Press 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 London Free Press and the Union 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 London Free Press, 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 - violent speech 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 London Free Press 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 London Free Press 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 London Free Press 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 (5) working days and be concluded fifteen (15) 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 (1) 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 Director of Human Resources 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 Publisher's office, 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 London Free Press and the Union urge employees to use the internal mechanisms as outlined above before seeking the alternative course.

Prevention and Education

The London Free Press will ensure that:

- (a) Every Unionized employee of the Company 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.