

COLLECTIVE AGREEMENT

BETWEEN

THE LONDON FREE PRESS/LONDON FLYER FORCE, A DIVISION OF POST
MEDIA CORPORATION (The Employer)

~ and ~

LOCAL 87-M
SOUTHERN ONTARIO NEWSMEDIA GUILD
(The Union)

(GENERAL UNIT)

OCTOBER 6, 2017 TO OCTOBER 5, 2021

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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/London Flyer Force, a Division of Post 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 Union Dues as directed by the Union.
- 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 UNIFOR, Local 87-M, 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 UNIFOR 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 UNIFOR 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 bulletin boards in prominent locations throughout their workplaces 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/London Flyer Force. However the Employer shall provide employees who transfer from related companies to the London Free Press/London Flyer Force, 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.

7.15 When employee hire dates are the same, continuous service with Sun Media will be used for the purpose of seniority tie breaks. (i.e. Layoff, vacation)

ARTICLE 8 - LEAVE OF ABSENCE

8.01 The Employer will grant an employee a leave of absence without pay or benefits to work in an official capacity for the Union, the CLC or the OFL. During this time period, the employee will continue to accrue bargaining unit seniority and advance on the wage grid. The Employer agrees that an employee may make all pension plan and benefits contributions including the employer's contribution during an approved leave of absence. Credited service for pension purposes will not accumulate during such leaves unless the employee makes arrangements to make all pension plan contributions.

All agreements must be in writing with copies to the Union. The employee must give the Employer one (1) months' notice in writing of such a leave of absence, or an election that may lead to the need for such a leave and, if operational concerns require it, up to two (2) weeks more notice after the election. No more than one (1) employee may be absent on this leave at any one time.

8.02 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 (including common-law and same sex) or children (including step children) and any relative living with the employee.
- 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. An additional 7 unpaid days will be provided as per the ESA. 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 provide employees up to \$150 per-year or \$300 every 2 years as reimbursement for the purchase of safety footwear and the purchase of work clothing, tools for all eligible employees. Eligible employees are Operators, Mechanics and Loading Dock personnel.

- 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, address, telephone number, alternate telephone numbers and email addresses
 - (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. Regular hours paid will be used for the calculation of overtime. Regular will include;

- Scheduled shifts
- Statutory Holidays
- Floater days
- Time bank but not time banked from statutory holidays
- Vacations

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 Information Systems, Property Maintenance, London Flyer Force 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.

The Union will agree to participate in the creation of a joint committee for all production departments. These joint committees will work towards a joint recommendation on future work schedules and propose such schedules for the employers consideration. These committees will not have the authority to alter the terms and conditions of the collective agreement. The Union will appoint its members and the Unit Chair of the Unifor London Free Press or his designate will be a member of all committees.

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

The parties agree to the implementation of the new vacation policy effective September 1, 2018. However, anyone receiving vacation in excess of the new allotment as of the date of ratification or within one year of that date shall be grandfathered at the greater allotment.

Service	Vacation Entitlement Based on Years of Service
Less than 1 year	accrue at a rate of 1.25 days/month
1 to 6 years	accrue at a rate of 1.25 days/month (3 weeks/year)
7 to 14 years	accrue at a rate of 1.67 days/month (4 weeks/year)
15 years and greater	accrue at a rate of 2.08 days/month (5 weeks/year)

The Company maintains the right to schedule unused and nonscheduled vacation time prior to the end of the fiscal year.

Employees can carry up to five (5) days of vacation from one year to the next. Employees will complete the Vacation Carryover form and submit for approval to the employee’s supervisor. This time must be used within the first three months of the fiscal year unless other arrangements have been made with the employee’s supervisor.

- 15.02 Each employee will be paid in that year regular salary plus applicable shift differential for each week or part thereof of vacation entitlement.
- 15.03 Vacations shall be scheduled by the Employer 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 be changed by the Employer when it considers it necessary for its operations.

Notwithstanding the foregoing, each employee shall be entitled to at least two (2) weeks of vacation during the months of July and August. All vacations must be taken during 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 before Labour Day in the months of July and August will be continued for the purposes of this Article.

- 15.04 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.
- 15.05 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.
- 15.06 The employer shall prepare and post the schedule for summer vacation no later than April 30 of every year. The employer shall also prepare and post the schedule for Christmas no later than November 15 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 holiday during each calendar year as follows:

Employees will be eligible for one Float Day per fiscal year which cannot be carried forward into the new fiscal. This should be scheduled with your immediate manager and may be taken once all vacation has been taken. No other additional days outside of the statutory holidays will be designated as additional days off other than the Float Day.

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) The employer has the exclusive right to declare lieu days in advance of a public holiday. If a recognized holiday occurs on an employee's scheduled day off, the employee will at his/her option request a day off in lieu to be taken at a mutually agreed to time in the future, but in no case can it be more than 3 months after the holiday or accept 7.5 hours of regular pay. If the employer and the employee cannot reach agreement on a lieu day the employer will pay the equivalent of a regular shift off. If the employee fails to book a lieu day in the time frame they will receive 7.5 hours pay with shift differential.
 - (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

See the Postmedia/Unifor 2017 Central Table Memorandum of Settlement

The parties agree to the elimination of the current Flex-Media Plan effective August 31, 2017 and the implementation of a new single benefit program effective September 1, 2017. Details of this plan will form part of this Collective Agreement and will be provided to all participants in the form of Plan Booklets and through employee educational sessions.

The parties agree to the elimination of the current Flex Benefit Plan and the LFP plan for its regular part time employees effective August 31, 2018 and the implementation of a new single benefit program effective September 1, 2018.

Short Term Disability

In accordance with the Company's Short Term Disability Policy, an employee who has more than 3 months of service but less than 1 year of service who is absent because of illness or injury shall be paid salary continuance for up to the first week of absence followed by 70% salary for up to a further 25 weeks of absence.

An employee who has more than 1 year of service who is absent because of illness or injury shall be paid salary continuance for up to the first 4 weeks of the absence followed by 70% salary for up to a further 22 weeks of absence. A medical note will be required to qualify for this payment in all cases except for casual illness or absenteeism. In cases of casual illness or absenteeism, a medical note will be required when:

- 1) The employee has an excessive record of absenteeism;
- 2) The employee exhibits a pattern of absences; or

3) The company has reasonable grounds to suspect that the illness was not legitimate;

The requirement of a medical note may not violate the Employment Standards Act.

In the event of a longer-term absence, the employer may require an employee to provide a completed Attending Physician Form for confidential review by a third party consultant retained by the company. The request shall be fair and reasonable in the circumstances.

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 20 – PENSION

See the Postmedia/Unifor 2017 Central Table Memorandum of Settlement

The parties agree that the terms and conditions reached in 2019 regarding the College of Applied Arts and Technology (CAAT) pension plan will form part of this collective agreement.

ARTICLE 21 - SEVERANCE PAY

21.01 An employee who is laid off from work is eligible to receive severance pay under this Agreement.

Severance options, cap and formula

- Option 1: lump-sum payment, employee gives up recall rights, maximum 78 weeks – based on 2.6 weeks' severance per year of service.
- Option 2: salary continuance, employee retains recall rights, maximum 78 weeks – based on 2.6 weeks' severance per year of service, plus additional weeks on a sliding scale based on completed years of service, as follows:
 - Up to completion of 5 years of service – additional 1 week continuance
 - After 5 completed years of service – additional 2 weeks continuance
 - After 10 completed years of service – additional 3 weeks continuance
 - After 15 completed years of service – additional 4 weeks continuance
 - After 20 completed years of service – additional 5 weeks continuance
 - After 25 completed years of service – additional 6 weeks continuance
 - After 30 completed years of service – additional 8 weeks continuance
- Additional weeks of severance also apply to voluntary layoff
- Employees receiving severance as a salary continuance shall have the option of continuing to receive health, dental and basic life insurance under the same terms and conditions as prior to the layoff, to the end of the severance period. (It is understood that out of country coverage is not included in the health plan)

- It is understood the choice of option is made no later than employee's last day of work.

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 For the life this contract, any employee authorized to use their personal vehicle for Company business will be reimbursed in each calendar year at the rate of 54 cents for the first 5,000 km driven and 48 cents thereafter.

22.02 It is the employee's responsibility to ensure they have the appropriate license and insurance coverage for use of their vehicle.

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

Group 2: Insert Loaders

Group 3: Loading Dock

Group 4: Loading Dock Lead Hand; Billing Clerk

Group 5: Senior Cashier Clerk; Office Services Clerk

Group 6: Accounts Payable Clerk

Group 7: London Flyer Force Technician; Advertising SSR; Senior Collections Clerk

Group 8: Classified Inside Sales Rep

Group 9: Distribution Rep; Mechanical Technician; Multi-Market SSR; Senior London Flyer Force Technician

Group 10: Technical Support Analyst; Media Strategist

Group 11:

Group 12: Senior Technical Support Analyst; Senior Systems Analyst

0.00%			0.00%			0.00%			0.50%		
Oct 6, 2017 to Oct 5, 2018			Oct 6, 2018 to Oct 5, 2019			Oct 6, 2019 to Oct 5, 2020			Oct 6, 2020 to Oct 5, 2021		
Group 1	Wkly Salary	Hourly									
G01M	429.413	14.000	G01M	525.000	14.000	G01M	525.000	14.000	G01M	525.000	14.000
G011	429.413	14.000	G011	525.000	14.000	G011	525.000	14.000	G011	525.000	14.000
G012	429.413	14.000	G012	525.000	14.000	G012	525.000	14.000	G012	525.000	14.000
G01J	429.413	14.000	G01J	525.000	14.000	G01J	525.000	14.000	G01J	525.000	14.000
Group 2			Group 2			Group 2			Group 2		
G02M	429.413	14.000	G02M	525.000	14.000	G02M	525.000	14.000	G02M	525.000	14.000
G021	429.413	14.000	G021	525.000	14.000	G021	525.000	14.000	G021	525.000	14.000
G022	475.013	14.000	G022	525.000	14.000	G022	525.000	14.000	G022	525.000	14.000
G02J	520.615	14.000	G02J	525.000	14.000	G02J	525.000	14.000	G02J	525.000	14.000
Group 3			Group 3			Group 3			Group 3		
G03M	491.815	14.000	G03M	525.000	14.000	G03M	525.000	14.000	G03M	525.000	14.000
G031	507.416	14.000	G031	525.000	14.000	G031	525.000	14.000	G031	525.000	14.000
G032	524.615	14.000	G032	525.000	14.000	G032	525.000	14.000	G032	525.000	14.000
G033	540.216	14.406	G033	540.216	14.406	G033	540.216	14.406	G033	542.917	14.478
G034	557.417	14.864	G034	557.417	14.864	G034	557.417	14.864	G034	560.204	14.938
G03J	572.616	15.270	G03J	572.616	15.270	G03J	572.616	15.270	G03J	575.479	15.346
Group 4			Group 4			Group 4			Group 4		
G04M	577.817	15.408	G04M	577.817	15.408	G04M	577.817	15.408	G04M	580.706	15.485
G041	597.417	15.930	G041	597.417	15.930	G041	597.417	15.930	G041	600.404	16.010
G042	616.218	16.432	G042	616.218	16.432	G042	616.218	16.432	G042	619.299	16.514
G043	636.217	16.966	G043	636.217	16.966	G043	636.217	16.966	G043	639.398	17.051
G044	655.419	17.477	G044	655.419	17.477	G044	655.419	17.477	G044	658.696	17.564
G04J	675.019	18.001	G04J	675.019	18.001	G04J	675.019	18.001	G04J	678.394	18.091
Group 5			Group 5			Group 5			Group 5		
G05M	686.620	18.311	G05M	686.620	18.311	G05M	686.620	18.311	G05M	690.053	18.403
G051	712.621	19.004	G051	712.621	19.004	G051	712.621	19.004	G051	716.184	19.099
G052	739.020	19.707	G052	739.020	19.707	G052	739.020	19.707	G052	742.715	19.806
G053	765.022	20.400	G053	765.022	20.400	G053	765.022	20.400	G053	768.847	20.502
G054	790.622	21.084	G054	790.622	21.084	G054	790.622	21.084	G054	794.575	21.189
G05J	817.023	21.786	G05J	817.023	21.786	G05J	817.023	21.786	G05J	821.108	21.895
Group 6			Group 6			Group 6			Group 6		
G06M	752.222	20.059	G06M	752.222	20.059	G06M	752.222	20.059	G06M	755.983	20.159
G061	781.822	20.848	G061	781.822	20.848	G061	781.822	20.848	G061	785.731	20.952
G062	810.224	21.607	G062	810.224	21.607	G062	810.224	21.607	G062	814.275	21.715
G063	838.224	22.352	G063	838.224	22.352	G063	838.224	22.352	G063	842.415	22.464
G064	867.824	23.142	G064	867.824	23.142	G064	867.824	23.142	G064	872.163	23.258
G06J	898.225	23.953	G06J	898.225	23.953	G06J	898.225	23.953	G06J	902.716	24.073
Group 7			Group 7			Group 7			Group 7		
G07M	817.023	21.786	G07M	817.023	21.786	G07M	817.023	21.786	G07M	821.108	21.895
G071	851.025	22.693	G071	851.025	22.693	G071	851.025	22.693	G071	855.280	22.806
G072	883.426	23.558	G072	883.426	23.558	G072	883.426	23.558	G072	887.843	23.676
G073	917.826	24.475	G073	917.826	24.475	G073	917.826	24.475	G073	922.415	24.597
G074	950.628	25.351	G074	950.628	25.351	G074	950.628	25.351	G074	955.381	25.478
G07J	983.827	26.236	G07J	983.827	26.236	G07J	983.827	26.236	G07J	988.746	26.367

0.00%			0.00%			0.00%			0.50%		
Oct 6, 2017 to Oct 5, 2018			Oct 6, 2018 to Oct 5, 2019			Oct 6, 2019 to Oct 5, 2020			Oct 6, 2020 to Oct 5, 2021		
Group 8			Group 8			Group 8			Group 8		
G08M	861.824	22.982	G08M	861.824	22.982	G08M	861.824	22.982	G08M	866.133	23.097
G081	899.426	23.985	G081	899.426	23.985	G081	899.426	23.985	G081	903.923	24.105
G082	936.627	24.977	G082	936.627	24.977	G082	936.627	24.977	G082	941.310	25.102
G083	973.028	25.947	G083	973.028	25.947	G083	973.028	25.947	G083	977.893	26.077
G084	1011.029	26.961	G084	1011.029	26.961	G084	1011.029	26.961	G084	1016.084	27.096
G08J	1048.630	27.963	G08J	1048.630	27.963	G08J	1048.630	27.963	G08J	1053.873	28.103
Group 9			Group 9			Group 9			Group 9		
G09M	1011.029	26.961	G09M	1011.029	26.961	G09M	1011.029	26.961	G09M	1016.084	27.096
G091	1059.030	28.240	G091	1059.030	28.240	G091	1059.030	28.240	G091	1064.325	28.381
G092	1107.432	29.531	G092	1107.432	29.531	G092	1107.432	29.531	G092	1112.969	29.679
G093	1154.633	30.790	G093	1154.633	30.790	G093	1154.633	30.790	G093	1160.406	30.944
G094	1203.835	32.102	G094	1203.835	32.102	G094	1203.835	32.102	G094	1209.854	32.263
G09J	1252.235	33.392	G09J	1252.235	33.392	G09J	1252.235	33.392	G09J	1258.496	33.559
Group 10			Group 10			Group 10			Group 10		
G10M	1049.431	27.984	G10M	1049.431	27.984	G10M	1049.431	27.984	G10M	1054.678	28.124
G101	1100.631	29.350	G101	1100.631	29.350	G101	1100.631	29.350	G101	1106.134	29.497
G102	1150.632	30.684	G102	1150.632	30.684	G102	1150.632	30.684	G102	1156.385	30.837
G103	1201.034	32.027	G103	1201.034	32.027	G103	1201.034	32.027	G103	1207.039	32.187
G104	1251.035	33.362	G104	1251.035	33.362	G104	1251.035	33.362	G104	1257.290	33.529
G10J	1301.837	34.715	G10J	1301.837	34.715	G10J	1301.837	34.715	G10J	1308.346	34.889
Group 11			Group 11			Group 11			Group 11		
G11M	1099.832	29.329	G11M	1099.832	29.329	G11M	1099.832	29.329	G11M	1105.331	29.476
G111	1151.432	30.705	G111	1151.432	30.705	G111	1151.432	30.705	G111	1157.189	30.859
G112	1205.034	32.134	G112	1205.034	32.134	G112	1205.034	32.134	G112	1211.059	32.295
G113	1256.637	33.510	G113	1256.637	33.510	G113	1256.637	33.510	G113	1262.920	33.678
G114	1310.638	34.951	G114	1310.638	34.951	G114	1310.638	34.951	G114	1317.191	35.126
G11J	1362.240	36.327	G11J	1362.240	36.327	G11J	1362.240	36.327	G11J	1369.051	36.509
Group 12			Group 12			Group 12			Group 12		
G12M	1382.239	36.861	G12M	1382.239	36.861	G12M	1382.239	36.861	G12M	1389.150	37.045
G121	1451.441	38.706	G121	1451.441	38.706	G121	1451.441	38.706	G121	1458.698	38.900
G122	1517.843	40.475	G122	1517.843	40.475	G122	1517.843	40.475	G122	1525.432	40.677
G123	1586.644	42.311	G123	1586.644	42.311	G123	1586.644	42.311	G123	1594.577	42.523
G124	1653.446	44.092	G124	1653.446	44.092	G124	1653.446	44.092	G124	1661.713	44.312
G12J	1718.649	45.830	G12J	1718.649	45.830	G12J	1718.649	45.830	G12J	1727.242	46.059

ADVERTISING COMPENSATION

LFP – Advertising Department Compensation Plan,

Advertising Sales Specific Proposals

Media Sales Consultants ROP and Digital commission rate is 12.00%. This includes Real Estate and Automotive.

An incentive bonus of \$500 per quarter, per rep based on achieving quarterly digital targets.

All Outside Sales representatives being classified as Media Sales Consultants (MSC) on the same basis as those currently on the 100% commission plan.

All Inside Sales Representatives being classified as Inside Media Sales Consultants as per current language.

The Major Retail Multi-Market Sales Consultant will be eliminated. The incumbent will have the option of moving into an MSC role on the same basis as all other outside MSC's or receive a layoff notice as per the terms of the collective agreement.

Nancy Quenneville, Tina Boyd and Will Stanton all become members of the bargaining unit.

23.13

LFP Outside Media Sales Consultants: 100% Commissioned Sales: ROP and Digital Commission rate is 12.0%

100% Commission Reps only, pay an additional 2.5% commission above current commission rates for new ROP/insert business only (not digital). New business is defined as an account that has not advertised in the previous 13 months. In addition, for the Automotive vertical, new business is NOT a dealership that relocates or closes and re-opens under a different manufacturer or owner. This premium will be paid for a 12 month period from date first ad is published/served.

Annual bonus 3% on ROP/inserts over previous year's actual.

Commissions on commercial print 3%

LFP Inside Media Sales Consultant:

Annual salary of \$30,000 + 12.0% commission rate on ROP/Insert Sales, 12% commission rate on Digital sales will be paid on account revenue up to \$5,000.

A \$500 one-time payment will be paid once an account reaches \$5,000 in revenue and is transferred to a Local Retail Outside Multi-Media Sales Rep.

The employer will pay annual bonuses of 3.5% for online and 3% for ROP/insert revenue, on revenue above previous year's actual.

A draw of \$2,500 for Outside Media Sales Consultants and a draw of \$1400 for Inside Media Sales Consultants, 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 Media Sales Consultant who leaves the company for any reason will be paid commissions only for all published sales to that date. A sales rep that Media Sales Consultant 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 Media Sales Consultants will be treated as one group, regardless of their account list.

There will be no cap on commission payouts or bonuses.

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, 2017, and shall expire on October 5, 2021. 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 DECEMBER 2019.

FOR THE EMPLOYER

Nancy Tyndall

Kyle Tyndall

Lisa Catania

Sherri Walker

FOR THE UNION

Norman DeBono

Craig Allen

Ashley LaForge

Brian Beach

Gary Ellis

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. Probationary period remains at 65 shifts but for the purpose of pay, new or probationary employees will move to \$15 per hour after 450 hours of work.

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 hour's 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.

Regular Part-time, 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

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 3%.
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. A rep covering an account for another rep on scheduled holiday will receive commission on revenue after 20 working days

.Account reps managing accounts covering employee illness over 10 days and other approved leaves of absence (excluding vacation) in excess of 10 days will receive appropriate commissions.
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. Management will provide full disclosure on redistribution of accounts as it relates to a vacant list in relation to illness, approved leaves and permanently vacant lists.
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 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. Media Sales Consultant will be given a salary of \$2,500 per pay for the first 8 weeks of employment. New Inside Media Sales Consultants, will be given a salary of \$1,400 per pay for the first 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. The employer will provide sales reps with month-to-date revenue/activity reports weekly.
16. All qualifying accounts with revenue must pay commissions to the appropriate rep.
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 commission + salary + incentives. 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

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 agree to provide parking reimbursement in full for all Multi Media Sales Consultants and Media Strategists who use their vehicle for company business, and a 20% discount on posted market prices for all other employees for authorized local lots within 3 kms of lease property, for 100 spots as long as we are in the new building.

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: MEDIA SALES CONSULTANT 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: 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 #21 RE: Paid Education Leave

The Employer agrees to pay into a special fund an amount of three cents (\$.03) per hour for all compensated hours to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective from the date of ratification.

Payments will be sent by the Employer to the following address:
Unifor Paid Education Leave Program
205 Placer Court
Toronto ON, M2H 3H9

The Employer shall approve Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend.

The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

New Letter of Understanding pertaining to Flyer Force Specific

1. Carey Ura and Brian Beach move to the Group 9 category. The category is renamed Senior Tech
2. Gord Dennett moves to the Group 7 category.
3. Tina Tidball, Cherie Renders, Move to Full-time loading dock Group 3. It is understood that without prejudice or precedent the shifts/hours of work for Tidball and Renders may be over 6 days
4. 2018 year to date any current employee regularly working in excess of 22.5 hours per week with one year of service will be offered an RPT status upgrade. (see list)
5. The Employer will agree to meet with the Union to discuss various components of Bill 148 if the Provincial government decides to repeal that legislation: Due to public proclamations by Ontario Premier Doug Ford expressing the Ontario Governments contemplations on repealing Bill 148, The Fair Workplaces, Better Jobs Act, 2017 The parties agree that the terms of the *Fair Workplaces, Better Jobs Act, 2017* (Bill 148), as it read as of April 1, 2018, shall be read into this agreement, including all such terms that were scheduled to come into effect on future dates pursuant to such *Act*.
6. October 10, 2018 New Employees will be entitled to the 2 Paid Emergency Leave Days after completing probation.
7. Effective January 1, 2019 all non probationary employees will move to \$15 per hour. Note: the previously agreed increase of 1% as was discussed for those individuals earning less than \$20 per hour will no longer be applicable.
8. Probationary period remains at 65 shifts but for the purposes of pay, new or probationary employees will move to \$15/ hour after 450 Hours of work.

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

Notwithstanding Article 14 and Appendix A the parties agree to the following:

- 2 b) Full-Time employees will be guaranteed 37.5 hours a week, or 75 hours averaged over two (2) weeks. All Flyer Force employees (full time, regular part time and part time) will get paid overtime on hours worked in excess of eighty-four (84) hours over two (2) weeks. Overtime will only be paid to Flyer Force employees 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 employees who are laid off from London Flyer Force 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) Full Time 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 at Flyer Force, the employer will first meet with the Union to discuss the workload and possible scheduling solutions.

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, London Flyer Force 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, London Flyer Force 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, London Flyer Force 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 receives 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.