

THIS AGREEMENT entered into this 9th day of May, 2007

## **COLLECTIVE AGREEMENT**

BETWEEN

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

~ and ~

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

January 1, 2007 to December 31, 2009

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## **ARTICLE 1 - COVERAGE**

- 1.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Employer employed in its Editorial Department, save and except Editor-in-Chief, Editor, Managing Editor, Assistant Managing Editor, News Editor, Business Editor, City Editor, Sports Editor, Today Editor, Art Director, Saturday Editor, Librarian and Office Manager, employees exercising managerial functions or employed in a confidential capacity in matters relating to labour relations within the meaning of Section 1(3)(b) of the Labour Relations Act, and high school students on a co-operative training program.

The Employer also recognizes the Union as the exclusive bargaining agent for employees of FYI London and London This Week save and except advertising employees.

- 1.02 In the event that a new job classification is established in the Editorial Department 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.

## **ARTICLE 2 - DUES DEDUCTION**

- 2.01 The Employer shall deduct the regular Union dues on all earnings from regular salary payments to each employee.
- 2.02 The amount of regular Union dues to be deducted shall be furnished to the Employer by the Union.
- 2.03 The deducted dues shall be remitted to the Union no later than the fifteenth (15th) day of each month following the month in which the deductions are made with a statement showing the names of the employees from whom deductions have been made and the amount deducted. The amount of dues to be deducted may be amended by the Union upon giving the Employer fourteen (14) calendar days written notice. The new deductions will take effect on the pay day in the next week following the expiry of such notice.
- 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 shall be allowed one 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.

- 2.06 The employer shall in each pay period, deduct \$0.01 per hour for all regular hours worked from the wages of employees covered by this Collective Agreement.

The monies so deducted shall be remitted to the charitable foundation known as the CEP Humanity Fund no later than the 15<sup>th</sup> day of the month following the month in which the hours were worked. The Employer shall also include with the remittance the number of employees for whom contributions have been made.

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

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

- 2.07 The Employer agrees to deduct general assessments as required by CEP, Local 87-M, Southern Ontario Newsmedia Guild and to remit the total of individual deductions by cheque to the Treasurer of the Union before the end of the month following the month in which the deductions are made. As with the remittance of regular union dues provided for in clause 2.03, the Employer shall, when remitting assessments, give the names of the employees from whose pay deductions have been made.

### **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.
- 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, which will not be unreasonably withheld. Stewards and executive committee members shall advise their supervisors of the expected length of absence from duties and report to them upon their return to work.
- 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 four (4) employees time off to attend meetings with the Employer for the purpose of negotiating a renewal of this Collective Agreement. The Employer will also grant the Union bargaining committee reasonable time off to prepare for negotiations, provided reasonable notice is given. When such time off is granted, the Employer will continue to pay bargaining committee members their regular salaries plus applicable shift differentials and the Union agrees to reimburse the Employer for this expense.
- 3.05 The Employer shall continue to provide the Union with its present bulletin board space and shall provide another site should the space disappear because of physical alteration of the workplace or a change in location of the workplace.

#### **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 that 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.
- 4.03 The employer shall not normally assign to any editorial manager any work done by employees within the bargaining unit. In addition to the foregoing, the occasional performance of bargaining unit work by an editorial manager shall not cause a layoff of a bargaining unit employee. Non-editorial managers and staff shall not perform bargaining unit work.

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

#### **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 and/or the Union steward and the supervisor, but the supervisor may elect to have the assistance of another person. 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 Editor-in-Chief, or designate, setting forth the nature of the grievance, and the remedy sought. The Editor-in-Chief or designate shall arrange a meeting with the Union within seven (7) days of the receipt of the grievance at which the grievor, in the case of an individual grievance, may attend, if requested by either party, and discuss the grievance. The Editor-in-Chief or designate may have such assistance at the meeting as is considered necessary. The Editor-in-Chief or designate will give the Union a decision in writing within seven (7) days following the meeting with a copy to the grievor.

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 Editor-in-Chief or designate, 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 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 Where the Arbitrator determines that a disciplinary penalty or discharge is excessive, he or she may substitute such other penalty for the discipline or discharge as it considers just and reasonable in all the circumstances.
- 6.11 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.

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

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 an Editor-in-Chief Department wide policy affecting bargaining unit employees generally.

- 6.13 Policy Grievances and grievances involving the discharge or discipline of an employee may be submitted at Step 2 of the Grievance Procedure.
- 6.14 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.
- 6.15 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 An employee will be considered on probation until he or she has completed three (3) months of continuous employment with the Employer. However, the Employer may, upon notification to the union, extend the probationary period for up to a maximum of one (1) additional month. In cases where a probationary period is extended, the Employer will notify the union and the employee in writing. Upon completion of such probationary period, the employee's name shall be placed on the appropriate seniority list and the employee's seniority shall date from the date of last hiring into a bargaining unit position. The Employer may discharge a probationary employee for any reason provided it does not act in bad faith or in conflict with any of the provisions of this Agreement and this shall constitute a lesser standard than the just cause standard for discharging such an employee for the purpose of Section 43.1 of the Labour Relations Act.

7.02 Continuous service means the length of continuous service with the London Free Press since the date of last hiring. However, the Employer shall provide employees who transfer from related companies to the London Free Press full credit for past service for the purposes of vacation entitlement and severance calculations.

Current employees will have seniority and continuous service grandfathered.

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 or her 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 employees concerned eight (8) weeks' notice of such layoff and, where possible, will endeavour to give greater notice of 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. Once notices of layoff have been given to affected employees, the Employer shall post bulletin board notices of layoff and receive requests for voluntary resignations. Employees must submit a request for voluntary resignation within two (2) weeks of the posting of the notice. If the Employer agrees to a voluntary resignation(s), such employee(s) will be eligible

for severance pay in accordance with Article 21.01 and will forfeit any rights to recall. Should a voluntary resignation be denied, the reasons for such denial will be discussed with the Union. Voluntary resignations from employees in any classification as agreed by the Employer will be used to reduce the number of those to be laid off in such classification.

Following the process of voluntary resignations, notice of layoff to individual employees may proceed. All employee elections regarding each round of bump(s) shall be finalized within two weeks of the notice of layoff to the affected employee(s).

- 7.06 Before making a layoff, the Employer will, subject to the requirements, efficiency and economy of operations, first consider the use of attrition to reduce the number of employees it requires.
- 7.07 (a) In the event of a layoff, senior employees shall have the first opportunity for continuing employment and the right to 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 are qualified to perform the work required. For the purposes of this article, qualified means able to perform the work required in the classification. For the purpose of layoff and recall, "qualified" means having the demonstrable skill, ability, and qualifications to do the work within a brief period of familiarization (for example, one week).

An employee designated to be laid off may, pursuant to the above, elect, prior to being laid off, to bump the employee with the lowest seniority in the same salary group, provided those remaining are qualified to perform the work required.

For the purposes of layoff, bumping and recall, all positions in Salary Groups 1, 2 and 3 shall be deemed to be the same classification. For additional clarity, an employee who bumps or is recalled to a position within a particular Salary Group shall be placed in the appropriate Salary Group for the purpose of wages and related compensation.

- (b) Subject to the Employer determining otherwise on the same basis as set out in paragraph (a) of this section, an employee not able to bump an employee in the same salary group may elect, rather than being laid off, to bump the employee with the lowest seniority in another salary group in the following sequence: (1) in the lower salary groups, in sequence, starting with the next lower salary group, down to and including Salary Group Five; if the employee cannot bump in (1), then (2) in a higher-rated classification up to but not above Salary Group Two ; if the employee cannot bump in (2), then (3) in a classification lower than in Salary Group Five. For the purpose of bumping

into a classification lower than in Salary Group Five, the employee may choose the classification he or she will bump into, subject to the Employer determining otherwise on the same basis as set out in paragraph (a) of this section and the employee with the lowest seniority in the classification affected will be bumped. For the purpose of bumping up in (2), only employees who have previously occupied such higher classification for a total of at least one (1) year in the past three (3) years may elect to bump an employee in the higher classification. For the sake of clarity, it is understood that a "classification" means a job listed under a salary group, e.g. reporter or photographer.

- (c) An employee who is otherwise entitled to bump a more junior employee may bump as many part-time positions as is operationally feasible in order to maintain his previous number of weekly hours.
- (d) For the purposes of a recall, the Employer shall maintain a rehiring list and when hiring for permanent jobs or regular part-time or temporary jobs expected to last longer than one (1) month covered by the Agreement, shall first rehire persons from the list in order of their seniority, provided the employee is qualified to perform the work required. In cases where the recall would be to a classification in another salary group the Employer shall have the right to determine otherwise on the same basis set out above. Employees on the rehiring 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 rehiring list.

7.08 The Employer shall post a notice for ten (10) calendar days for all job openings in the bargaining unit. Temporary openings of less than three 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.

7.09 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.

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.

7.10 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, except where the transfer is part of a reduction in staff in the editorial department and the individual excluded from the bargaining unit previously held a position now covered by the bargaining unit.

- 7.11 If an employee is laid off as a direct result of the introduction of major change in equipment or technology used by the Employer in its operations, and such layoff will occur within twelve (12) months of the change, the Employer shall give the Union at least four (4) months' notice of the layoff. During this period, the parties shall meet to discuss ways and means of reducing the impact of such change.
- 7.12 Except under extraordinary circumstances, the employer shall not publish editorial content submitted by independent contractors or volunteers (excluding students) that constitutes a substitution for full-time or part-time bargaining unit positions and/or bargaining unit work. The nature of extraordinary circumstances shall include considerations of enterprise, exclusive access, first person voice, frequency of contribution, proximity, timeliness, specialized knowledge and significant competitive advantage for the newspaper.

It is agreed on a without-prejudice and go-forward basis that Article 7:12 shall not restrict the Company's right to assign or accept editorial content contributions from one freelance columnist and the People You Know Column who the employer does not acknowledge as bargaining unit employees. It is understood that the designations shall be for a long and indefinite term.

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

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

## **ARTICLE 8 - LEAVE OF ABSENCE**

- 8.01 The Employer will grant leave of absence without pay to a reasonable number of employees selected by the Union for the purpose of attending Union meetings, conventions, education courses not in excess of one (1) week and special meetings and CLC and OFL conventions, provided reasonable notice is given to the Employer.
- 8.02 Employees who wish to run for public office in a municipal, provincial or federal election shall first obtain from the Employer a leave of absence without pay. If elected, the Employer may require the employee to resign. The employee must first obtain permission for the leave of absence.
- 8.03 The Employer will grant an employee who has given the Employer one (1) month's 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 CLC or the OFL. Such a

leave may be renewed for an additional one (1) year upon one (1) month's written notice to the Employer. No more than one (1) employee may be absent on this leave at any one time.

- 8.04 The Employer may grant an employee extended leave without pay or benefits of up to one (1) year, for the purpose of education, foreign exchange programs, caring for a family member, charitable work, writing, editing or other publishing projects, 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 a comparable job on return from such leave. If such a job is not available, the employee will be given a job and be paid the regular salary he or she received at the time the leave commenced plus any applicable general salary increases. The employer will use its best efforts to return the employee to a comparable job on return from such leave if such job exists. In the event no such comparable job exists, article 7 shall apply.
- 8.05 The following conditions apply to approved 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, spouse or children.
- 9.03 A bereavement leave of absence of up to three (3) consecutive days, including the

day of the funeral, will be granted upon request to an employee upon a death in his or her family. Where any such day occurs on a regularly scheduled working day for the employee, he or she shall be paid on the basis of the standard number of hours which he or she otherwise would have worked at regular salary plus applicable shift differential. The employee may, in exceptional circumstances, be granted additional bereavement leave without pay at the discretion of the Employer. The employee shall notify the Employer as soon as possible following the death.

- 9.04 Family shall mean sister, brother, 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 first five days of leave. 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 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 establish a supplemental unemployment benefit (SUB) plan effective January 1, 1993, or as soon thereafter as all necessary rulings and approvals, including those required to allow the Employer to deduct all SUB payments for income tax purposes, are received. 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. In addition to this payment the employees shall receive an additional thirty-five per cent (35%) of her regular weekly salary for the full seventeen (17) week period. 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 four (4) days' leave of absence with pay as a result of an emergency that affects the employee's family or immediate family or sickness of or injury to a member of the employee's family or immediate family. The employee must report the reason for such leave(s) to his or her immediate supervisor or the Manager, Human Resources.

#### **ARTICLE 12 - HEALTH AND SAFETY**

12.01 The Union shall appoint a worker representative to the Newspaper Safety & Health Committee being 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 representative 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 Employees who regularly work on video display terminals (VDTs) are encouraged to take an annual eye examination and will receive their regular salaries plus applicable shift differential for the time lost from scheduled work for this purpose.

### **ARTICLE 13 - INFORMATION**

- 13.01 The Employer shall supply the Union once every six (6) months with a list containing the following information for each employee in the bargaining unit:
- (a) name and address;
  - (b) date of birth, seniority date, continuous service date, 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 with or 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 with or 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 1/2) hours and the normal work day is seven and one-half (7 1/2) hours. Overtime for employees shall be defined as a period worked in excess of seven and one-half (7 1/2) hours in a scheduled day or thirty-seven and one-half (37 1/2) hours in a week. There shall be no scheduled split shifts except with the consent of the employee.
- 14.02 Overtime premium will be one and one-half (1 1/2) times an employee's regular salary plus one and one-half (1 1/2) times applicable shift differential or compensating time-and-one-half (1/2) 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) 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 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 per week.

- 14.03 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.
- 14.04 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 schedules are fair and meet the requirements of the Collective Agreement.
- 14.05 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. The Company will make reasonable efforts to advise the employees by phone at home or by another means, if the employee is off and will not be returning to work within seven days of the change, before changes are signed and posted. 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 14.04, 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 employee has explicitly agreed to waive the overtime premium. 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.
- 14.06 Unless waived by the employee, the Employer will provide a ten (10) hour interval following the completion of an employee's scheduled shift before the start of his or her next scheduled shift.
- 14.07 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.
- 14.08 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 seven and one-half (7 1/2) hours of overtime premium.
- 14.09 For the purpose of this Agreement, 'week' shall mean a period of seven (7) consecutive days commencing Sunday at 12:01 a.m.
- 14.10 There shall be no duplication or pyramiding of overtime premiums or any other premiums under this Agreement.

- 14.11 The Employer agrees to make every effort to schedule weekend work in an equitable fashion with the goal of having employees work no more than two weekends in each four-week period.

### **ARTICLE 15 - VACATIONS**

- 15.01 The vacation year shall begin January 1 and end on December 31 of the same year and December 31 shall be the date for determining an employee's entitlement to a vacation and vacation pay for the following year.
- 15.02 An employee with less than one (1) year of continuous service as of December 31 in any year shall be entitled to a vacation of one and one-quarter (1 1/4) days for each completed full month of service in that year to be taken in the following vacation year.
- 15.03 An employee with one (1) year or more but less than six (6) years of continuous service as of December 31 in any year, shall be entitled to a vacation of three (3) weeks to be taken in the following vacation year.
- 15.04 An employee with six (6) years or more but less than fifteen (15) years of continuous service as of December 31 in any year, shall be entitled to a vacation of four (4) weeks to be taken in the following vacation year.
- 15.05 An employee with fifteen (15) years or more but less than twenty-two (22) years of continuous service as of December 31 in any year, shall be entitled to a vacation of five (5) weeks to be taken in the following vacation year.  
An employee with eleven (11) years of continuous service shall be entitled to four weeks and one day of vacation. An employee with twelve years of continuous service shall be entitled to four weeks and two days of vacation. An employee with thirteen years of service shall be entitled to four weeks and three days of vacation and an employee with fourteen years of continuous service will be entitled to four weeks and four days of vacation.
- 15.06 An employee with twenty-two (22) years or more of continuous service as of December 31 in any year, shall be entitled to a vacation of six (6) weeks to be taken in the following vacation year.
- 15.07 For the purposes of Sections 15.03, 15.04, 15.05 and 15.06, an employee shall be entitled to take the additional vacation in the vacation year in which the employee completes one (1), six (6) fifteen (15), twenty-two (22) years of continuous service, respectively.
- 15.08 Each employee will be paid in that year regular salary plus applicable shift differential for each week or part thereof of vacation entitlement.

15.09 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.

15.10 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.

15.11 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.

15.12 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.

Any change in the schedules for Christmas Day, Boxing Day or New Year's Day made after November 15 will trigger payments as applicable under Article 14.06

## **ARTICLE 16 - HOLIDAYS**

16.01 The following holidays are recognized under this Agreement:

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

Each employee shall receive two (2) additional recognized holidays during each calendar year as follows:

Floater Day #1 to be taken during the calendar year on a day to be agreed on between the employee and the Employer. An employee shall not be entitled to take pay in lieu of paid time off for this additional holiday.

Floater Day #2 (Blah Day) to be taken during the month of February on a day to be agreed on between the employee and the Employer. An employee shall not be entitled to take pay in lieu of paid time off for this additional holiday.

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

Any employee assigned to work Christmas or Boxing Day shall have the right to be scheduled off on the weekend prior to the holidays.

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, provided that an employee shall not receive holiday pay if absent from work on the day of the holiday on account of sickness or injury or on a leave of absence of any kind.

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

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

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

**ARTICLE 17 - SHIFT DIFFERENTIAL**

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.

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

Effective May 9, 2007

Weekly Basic Salary Plus Merit Pay	Weekly Night Differential	Differential Per Shift	Differential Per Hour
\$600 and higher	\$69.24	\$13.85	\$1.85
\$525 to \$599.99	65.31	13.06	1.74
\$450 to \$524.99	60.80	12.16	1.62
less than \$449.99	56.86	11.37	1.52

17.03 A split shift differential of five dollars (\$5.00) 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.

**ARTICLE 18 - SICKNESS INCOME PROTECTION**

18.01 The Employer will, upon presentation from time to time of satisfactory medical evidence, continue to provide the existing sick leave of absence plan which provides for the payment of an employee's regular salary for up to twenty-six (26) weeks to any employee who has completed probation. For those eligible, the applicable shift differential will be paid for the first week of any absence.

18.02 An employee who returns to work from any sick leave of absence must remain at work for one (1) month in the case of a new sickness, or three (3) months in the case of a recurring sickness, before becoming eligible for another twenty-six (26) weeks sick leave of absence.

18.03 An employee absent from work on account of a compensable injury or illness, who is entitled to sick leave of absence, will continue to be eligible to receive the difference between his or her regular salary and the amount of Workers' Compensation benefits paid to the employee for a period of up to twenty-six (26) weeks sick leave of absence under the existing sick leave of absence plan.

18.04 The provisions of Schedule 'A' pertaining to the sickness income protection plan form part of this Agreement.

- 18.05 There shall be no duplication or pyramiding of sick leave payments, long-term disability payments, Workers' Compensation payments or any similar types of payments with any other payments made under this Agreement.

#### **SCHEDULE 'A'**

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

5. In any case, under the provisions of paragraphs 2, 3, and 4, if the staff member recovers any other payments from any party other than the Company, these payments shall be refunded to the Company to the extent that the recovered payments represent payments which this policy would normally cover, and which the Company has already advanced to the staff member.
6. Before a staff member receives any advance payment from the Company in accordance with paragraphs 2, 3, 4 and 5, the staff member shall expressly authorize the Company in writing on a form to be supplied by the Company to make deductions from any wages owing or which may become owed to the staff member to the extent that the staff member recovers payments from any other parties in accordance with paragraphs 2, 3, 4 and 5.
7. Any variation by the Company in respect of the policy in the bringing of suits against any party other than the Company must be in writing.

### **ARTICLE 19 - INSURANCE PREMIUMS**

- 19.01 The Employer shall pay seventy-five (75) per cent of the required premiums for employees for coverage under the present supplementary medical plan and present dental plan and each employee shall be required to pay the remaining twenty-five (25) per cent of the required premiums applicable to his or her coverage situation.
- 19.02 The Employer shall pay seventy-five (75) per cent of the required premiums for employees for coverage under the present group life insurance plan for coverage equal to two and one-half (2 1/2) times an employee's regular salary to a maximum of \$100,000 of such insurance and each employee shall be required to pay twenty-five (25) per cent of the required premiums applicable to his or her coverage situation. In addition, the employee if qualified therefore, shall have the option of paying one hundred (100) per cent of the required premiums for additional coverage in increments of \$25,000 to a total maximum life insurance coverage of \$300,000.
- 19.03 The total cost of insured benefits (with the exception of optional and dependant life) will be shared at 75% paid by the employer and 25% paid by the employee. The parties agree that the total cost of LTD shall be paid by the employee and included in the employee's 25 percent share.
- 19.04 The Employer reserves the right to select and change the carriers for insurance plans provided there is no loss in coverage and no increase in the premium cost.
- 19.05 An employee shall, subject to the eligibility and qualification requirements of the applicable insurance coverages, have the right to choose which of the above insurance plans the employee wishes to participate in and whether to purchase single or family coverage.



- 19.06 The Union shall be advised of the manner in which any rebate on insurance plan premiums is used for the benefit of employees.

## **ARTICLE 20 - PENSION**

- 20.01 The London Free Press Pension Plan shall continue during the life of this Collective Agreement. There shall be no amendments to the Plan nor changes in the level of benefits or employee contributions without the agreement of the Union. The Employer shall not withdraw any surplus in the Pension Plan at any time.
- 20.02 An employee who has completed one year of continuous service with the Employer is eligible to join the Pension Plan and, if such employee is age 35 or greater, the employee must join the Pension Plan forthwith.
- 20.03 For all pension credited service after Jan. 1, 1998, employee contributions to the Pension Plan will be modified to 3.5 per cent of annual eligible earnings up to the level of the Canada Pension Plan Yearly Maximum Pensionable Earnings (YMPE) and 5 per cent of their annual eligible earnings in excess of that level.
- 20.04 For all pension credited service after Jan. 1, 1998, the Pension Plan benefit level will be modified to 1.25 per cent of earnings up to the level of the YMPE and 1.75 per cent of earnings in excess of that level for each year of pension credited service, calculated on the same final average earnings basis as currently.

## **ARTICLE 21 - SEVERANCE PAY**

- 21.01 An employee who is laid off from work is eligible to receive severance pay under this Agreement. The amount of such severance pay shall be one (1) week's regular salary for the employee multiplied by the sum of the number of the employee's completed five (5) months of employment and the number of the employee's additional completed months of employment divided by five (5) to a maximum of seventy-eight (78) weeks regular salary for the employee. Such severance pay shall be paid on a lump sum basis.
- 21.02 If a laid-off individual is recalled to work before the expiry of the number of weeks of severance pay paid for, the unearned severance pay shall be refunded to the Employer. Reasonable terms shall be arranged if required by the employee.
- 21.03 An individual who is recalled to work after having received some or all of the severance pay he or she was entitled to shall, if the employee becomes entitled to severance pay again, have deducted from his or her continuous service the amount of continuous service used to determine the amount of severance pay previously paid to the employee. This adjustment in continuous service shall be made only for the purpose of calculating future entitlement to severance pay.
- 21.04 There shall be no duplication or pyramiding of severance pay under the provisions of the Employment Standards Act. If severance pay is required to be paid under the

Employment Standards Act, the amount of severance pay paid or payable under this Agreement shall be reduced by the amount of such statutory severance pay.

## **ARTICLE 22 - AUTOMOBILES**

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

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

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

## **ARTICLE 23 - WAGES**

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

considered to have achieved the appropriate experience rating as a result of the acceleration.

- 23.04 In the case where an employee is not progressed, the employee may appeal to the Editor-in-Chief 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 of the Editor-in-Chief's decision, 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 performs the work and responsibility of a higher salary group, either permanently or temporarily shall receive an increase of either ten (10) per cent of the employee's basic salary, or the job rate basic salary of the higher group, whichever is less for the full period of the temporary assignment or in the case of a permanent promotion until a wage increase anticipated by this article is received. In the case where the regular salary of the employee is greater than the increase, the employee shall retain his or her regular salary.
- 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 Editor in Chief 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 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 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.

## FULL-TIME SALARY SCHEDULE

### GROUP 1:

Chief Photographer; Assistant City Editor; Assistant News Editor; Assistant Sports Editor; Assistant Today Editor; Assistant Business Editor.

	<b>May 11/07</b>	<b>Jan. 1/08</b>	<b>Jan. 1/09</b>
Minimum	\$1289.28	\$1315.07	\$1341.37
Job Rate Basic Salary	1413.72	1441.99	1470.83

### GROUP 2:

Legislative / Parliamentary Reporter; Editorial Writer; Senior Copy Editor; Senior Copy Editor / Design, Homes, Forum, Food, Wire, Visuals, Slot, Travel, Business Monday; Columnist / Sports; Columnist / General; Columnist / National.

	<b>May 11/07</b>	<b>Jan. 1/08</b>	<b>Jan. 1/09</b>
Minimum	\$1230.12	\$1254.72	\$1279.82
Job Rate Basic Salary	1345.38	1372.29	1399.73

### GROUP 3:

Copy Editor; Copy Editor / Reporter.

	<b>May 11/07</b>	<b>Jan. 1/08</b>	<b>Jan. 1/09</b>
Minimum	\$802.74	\$818.79	\$835.17
After 1 year	880.26	897.87	915.82
After 2 years	967.98	987.34	1007.09
After 3 years	1062.84	1084.10	1105.78
After 4 years	1167.90	1191.26	1215.08
Job Rate Basic Salary	1289.28	1315.07	1341.37

### GROUP 4:

Reporter; Photographer.

	<b>May 11/07</b>	<b>Jan. 1/08</b>	<b>Jan. 1/09</b>
Minimum	\$ 744.60	\$ 759.49	\$774.68
After 1 year	821.10	837.52	854.27
After 2 years	905.76	923.88	942.35
After 3 years	1004.70	1024.79	1045.29
After 4 years	1109.76	1131.96	1154.82
Job Rate Basic Salary	1230.12	1254.72	1279.82

**Group 4A:**

Web Designer Programmer

	<b>May 11/07</b>	<b>Jan. 1/08</b>	<b>Jan. 1/09</b>
After 1 year	\$ 858.84	\$ 876.02	\$ 893.54
After 2 years	898.62	916.59	934.92
After 3 years	938.40	957.17	976.31
After 4 years	979.20	998.78	1018.76

**GROUP 5:**

Features Artist / Designer; Graphics Artist; Photo Technician/ Photographer.

	<b>May 11/07</b>	<b>Jan. 1/08</b>	<b>Jan. 1/09</b>
Minimum	\$ 790.50	\$ 806.31	\$ 822.44
After 2 years	871.08	888.50	906.27
After 3 years	964.92	984.22	1003.90
After 4 years	1067.94	1089.30	1111.08
Job Rate Basic Salary	1183.20	1206.86	1231.00

**GROUP 6:**

Editorial Assistant; Library Assistant

	<b>May 11/07</b>	<b>Jan. 1/08</b>	<b>Jan. 1/09</b>
Minimum	\$ 647.70	\$ 660.65	\$ 673.87
After 1 year	732.36	747.01	761.95
After 2 years	849.66	866.65	883.99
Job Rate Basic Salary	960.84	980.06	999.66

**GROUP 7:**

Bureau Reliever.

	<b>May 11/07</b>	<b>Jan. 1/08</b>	<b>Jan. 1/09</b>
Minimum	\$ 641.58	\$ 654.41	\$ 667.50
After 1 year	705.84	719.96	734.36
After 2 years	825.18	841.68	858.52
Job Rate Basic Salary	930.24	948.84	967.82

**GROUP 8:**

Editorial Support Clerk.

	<b>May 11/07</b>	<b>Jan. 1/08</b>	<b>Jan. 1/09</b>
Minimum	\$ 627.30	\$ 639.85	\$ 652.64
After 1 year	680.34	693.95	707.83
Job Rate Basic Salary	740.52	755.33	770.44

**GROUP 9:**

Supplies Clerk.

	<b>May 11/07</b>	<b>Jan. 1/08</b>	<b>Jan. 1/09</b>
Minimum	\$ 599.76	\$ 611.76	\$ 623.99
After 1 year	647.70	660.65	673.87
Job Rate Basic Salary	703.80	717.88	732.23

**GROUP 10:**

Messenger.

	<b>May 11/07</b>	<b>Jan. 1/08</b>	<b>Jan. 1/09</b>
Minimum	\$ 425.34	\$ 433.85	\$ 442.52
After 1 year	457.98	467.14	476.48
Job Rate Basic Salary	495.72	505.63	515.75

**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 provide an employee with a copy of a formal performance assessment at least one (1) week before the assessment is discussed with the employee. If the employee finds the performance assessment unsatisfactory, the employee may within one (1) week appeal to the Editor or designate who shall meet with the employee and a representative from the Union to review and attempt to resolve the appeal.
- 24.05 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.
- 24.06 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.
- 24.07 The company will provide employees the tools that allow them to perform their work in an appropriate manner.

Prior to making decisions regarding tools in the previous paragraph, the employer will consult with the professional matters committee.

### **Digital Cameras**

The employer shall provide and maintain an appropriate professionally competitive set of digital camera equipment for each full-time photographer. The Employer shall provide all full-time photographers with their current monthly camera allowance based on the declared value of their equipment to a maximum of \$369.42 monthly. The amount of the allowance is calculated as follows: \$177.32 per \$1,000 of camera equipment to a maximum of \$25,000.

Effective one year following the provision of the digital camera equipment to a full-time employee, the monthly camera allowance shall be reduced by \$100 from the current allowance. Maximum allowance will then be \$269.42.

Effective one year following this reduction of the monthly camera allowance, it shall be further reduced by an additional \$100. The maximum allowance will be \$169.42.

Effective one year following the second reduction, it shall be further reduced by an additional \$100. The maximum allowance will be \$69.42.

Effective one year following this third reduction of monthly camera allowance, the allowance shall be discontinued.

The Employer shall provide and maintain any necessary and appropriate pool

photographic equipment.

It is further agreed that photographers will use whatever necessary personal peripheral equipment for the duration of the allowance phase-out period. London Free Press equipment will not be used for employees' personal freelance work.

The London Free Press agrees to repair or replace any peripheral equipment damaged in the course of performing the job.

The Employer will insure peripheral equipment provided by photographers and used in the course of work.

The equipment provided to a photographer will be used only by that photographer unless the photographer leaves on a long-term leave of absence.

Photographers will be permitted to customize software on their computers with the limitations that only licensed software be placed on these computers and with the condition that any software placed on computers be done in conjunction with The London Free Press information services' department

#### **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.
- 25.03 The Employer will not require employees to give up custody of nor disclose any knowledge, information, notes, records, documents, films, photographs or tapes or the sources thereof to any party other than the Employer, unless otherwise required by law. The Employer agrees that the foregoing will not be released to any other party without first making a reasonable attempt to discuss the matter with the employee concerned.

#### **ARTICLE 26 - PROFESSIONAL ACTIVITIES**

- 26.01 With the exception of columnists and critics, the Employer will not use bylines, credit lines, or other forms of personal identification over an employee's protest.
- 26.02 The Employer will make a reasonable attempt, prior to publication, to consult with an employee before approving substantive changes and / or cuts in articles, photographs or graphics that would significantly change the meaning of the



material. If the employee cannot be contacted, the byline, credit line or other form of personal identification will be removed.

- 26.03 The Employer will not publish a clarification, correction or retraction without first making a reasonable attempt to contact the employee concerned.
- 26.04 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.
- 26.05 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.
- 26.06 With the exception of Editorial Assistants in FYI London, the Employer will not require employees to write, edit, design layout or import copy paid for by or provided by advertisers as part of their work. If an employee performs such work voluntarily, remuneration will be on a freelance basis.
- 26.07 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. Non-fiction articles written or to be written by employees will first be offered to the Employer for use in its publications. Acceptance or rejection by the Employer will be given within five (5) days and payment for use of the material will be reasonably competitive.
- 26.08 The Employer will not use an employee's name, image or reputation to promote the paper without first discussing with the employee.
- 26.09 When the employer sells editorial contributions ( e.g. writing, video, blogs, podcasts, photographs, cartoons or graphic illustrations) created by employees during the course of their employment, the contributing employee shall receive 25 per cent of the net sale revenues, (i.e. deducting a reasonable administrative fee that shall be disclosed upon request). However, this article shall not apply if the sale is for republication in an existing or future Sun Media newspaper, magazine or other periodical or corresponding electronic versions, expressly including Canoe. If the company discounts the sale price in whole or in part, a reasonable fee shall be paid

## **ARTICLE 27 - PART-TIME AND TEMPORARY EMPLOYEES**

- 27.01 For the purpose of this Agreement, a part-time employee shall mean one who regularly works not more than eighty (80) per cent of the normal work week of thirty-seven and one-half (37 1/2) hours a week. A part-time employee shall be paid on

an hourly basis at least equivalent to the hourly rate for the weekly minimum basic salary provided for in this Agreement.

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) five (5) 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 and the Union.

27.03 The provisions of this Agreement shall apply to 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 from January 1, 2007, and terminate on December 31, 2009. 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                      , 2007

FOR THE EMPLOYER

FOR THE UNION

## APPENDIX 'A'

### PART-TIME AND TEMPORARY EMPLOYEES

- (1) A part-time employee shall be on probation until he or she has completed sixty-five (65) shifts of work.
- (2) Effective from February 24, 1996, part-time employees shall accrue seniority on the basis of the number of hours paid for and vacation time off taken. Seniority accrues during pregnancy and parental leave and during any other leave of absence of up to one month's duration based on the average weekly number of hours paid for and vacation time off taken during the previous six (6) months. Seniority accrued to February 24, 1996, shall be maintained.
- (3) For the purposes of Section 11.02, 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.
- (4) Section 14.01 shall apply to part-time employees except for the normal work week. Section 14.02 shall apply to part-time employees except for the purposes of time bank and compensating time off. In the application of Articles 14.01 and 14.02, overtime shall apply where work has been performed in excess of thirty seven and one-half (37 1/2) hours in a week or seven and one-half (7 1/2) hours in a day. Section 14.03 shall not apply to part-time employees. Section 14.04 shall apply to part-time employees where work has been performed in excess of seven and one-half (7 1/2) hours in a day.
- (5) The provisions of Article 15, other than Section 15.10, do not apply to part-time employees. Each such employee shall receive vacation pay in January 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 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 part-time employee with six (6) years or more but less than fifteen (15) 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 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.
  - (d) A 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.
  - (e) For the purposes of subparagraphs 5(a), 5(b), 5(c) and 5(d), the provisions of Section 15.07 apply.
- (6) Part-time employees shall be entitled to vacation time off without pay on the same basis as full-time employees.
  - (7) For the purposes of Article 16, part-time employees must qualify for each holiday and holiday pay by having worked on at least twelve (12) days during the four (4) weeks immediately preceding the holiday. A part-time employee who does not qualify for the holiday and who works on such holiday will receive two (2) times regular salary plus applicable shift differential for the work performed on the holiday.
  - (8) For the purposes of Article 18 and Article 21, regular salary for a part-time employee working seven and one-half (7 1/2) hours or more a week shall mean the average weekly number of hours paid in the pays received during the previous six (6) months.
  - (9) Article 19 shall apply to part-time employees as follows:
    - (a) Supplementary medical plan and dental plan: eligible for coverage after six (6) months of continuous employment. The Employer shall pay the portion of the premiums spelled out in Article 19.01 for full-time employees pro-rated on the basis of the average hours worked per week in the pay periods falling in the previous month.
    - (b) Group life insurance: eligible for coverage after six (6) months of continuous employment. The amount of the insurance provided shall be adjusted every six (6) months from the employee's date of hire and shall be in the amount of the earnings of the employee in the previous six (6) months multiplied by five (5).
    - (c) Long-term disability insurance: eligible for coverage after six (6) months of continuous employment. The amount of insurance shall be adjusted every

six (6) months from the employee's date of hire and is based on sixty-six and two-thirds (66 2/3) per cent of the average weekly earnings of the employee in the previous six (6) months.

- (10) For the purposes of Article 20, a part-time employee with at least one year of seniority shall be eligible to join the Pension Plan if during the preceding year he or she either works seven hundred (700) hours or has earnings equal to or greater than thirty-five (35) per cent of the CPP Yearly Maximum Pensionable Earnings for that previous year. In all cases, joining the Pension Plan shall be voluntary.
- (11) Section 22.02 does not apply to part-time employees.
- (12) In applying Section 23.03 to part-time employees, "annually" shall mean upon completion of each one hundred and ninety (190) shifts, but no employee may be credited with one hundred and ninety (190) shifts until one (1) year has passed after the employee's date of hire or the employee's previous date for annual progression.
- (13) Neither part-time nor temporary employees can bank time or take time off in lieu of overtime payment.
- (14) The provisions of Articles 7, 8 and 21 shall not apply to temporary employees.
- (15) The provisions of Articles 18, 19, 20 and 21 shall not apply to part-time employees who work less than seven and one-half (7 1/2) hours a week.
- (16) The provisions of Article 18 and Article 19 do not apply to temporary employees employed for less than six (6) months.
- (17) Where additional work opportunities become available and there are part-time employees in the classification in which the work will be performed, before additional employees are hired such part-time employees will be considered for the additional hours required provided they are qualified to perform the work. This provision does not obligate the Employer to offer full-time status to part-time employees where the Employer deems part-time classifications to be more appropriate for the workload required.

## **PART-TIME HOURLY RATE SCHEDULE**

### **GROUP 1:**

Chief Photographer; Assistant City Editor; Assistant News Editor; Assistant Sports Editor; Assistant Today Editor; Assistant Business Editor.

<b>Hourly</b>	<b>May 11/07</b>	<b>Jan. 1/08</b>	<b>Jan. 1/09</b>
Minimum	\$ 34.38	\$ 35.07	\$ 35.77
Job Rate Basic Salary	37.70	38.45	39.22

**GROUP 2:**

Legislative / Parliamentary Reporter; Editorial Writer; Senior Copy Editor; Senior Copy Editor / Design, Homes, Forum, Food, Wire, Visuals, Slot, Travel, Business Monday; Columnist / Sports; Columnist / General; Columnist / National.

<b>Hourly</b>	<b>May 11/07</b>	<b>Jan. 1/08</b>	<b>Jan. 1/09</b>
Minimum	\$ 32.80	\$ 33.46	\$ 34.13
Job Rate Basic Salary	35.88	36.59	37.33

**GROUP 3:**

Copy Editor; Copy Editor / Reporter.

<b>Hourly</b>	<b>May 11/07</b>	<b>Jan. 1/08</b>	<b>Jan. 1/09</b>
Minimum	\$ 21.41	\$ 21.83	\$ 22.27
After 1 year	23.47	23.94	24.42
After 2 years	25.81	26.33	26.86
After 3 years	28.34	28.91	29.49
After 4 years	31.14	31.77	32.40
Job Rate Basic Salary	34.38	35.07	35.77

**GROUP 4:**

Reporter; Photographer.

<b>Hourly</b>	<b>May 11/07</b>	<b>Jan. 1/08</b>	<b>Jan. 1/09</b>
Minimum	\$ 19.86	\$ 20.25	\$ 20.66
After 1 year	21.90	22.33	22.78
After 2 years	24.15	24.64	25.13
After 3 years	26.79	27.33	27.87
After 4 years	29.59	30.19	30.79
Job Rate Basic Salary	32.80	33.46	34.13

**GROUP 5:**

Features Artist / Designer; Graphics Artist; Photo Technician/ Photographer.

<b>Hourly</b>	<b>May 11/07</b>	<b>Jan. 1/08</b>	<b>Jan. 1/09</b>
Minimum	\$ 19.07	\$ 19.45	\$ 19.84
After 1 year	21.08	21.50	21.93
After 2 years	23.23	23.69	24.17
After 3 years	25.73	26.25	26.77
After 4 years	28.48	29.05	29.63
Job Rate Basic Salary	31.55	32.18	32.83

**GROUP 6:**

Editorial Assistant; Library Assistant.

<b>Hourly</b>	<b>May 11/07</b>	<b>Jan. 1/08</b>	<b>Jan. 1/09</b>
Minimum	\$ 17.27	\$ 17.62	\$ 17.97
After 1 year	19.53	19.92	20.32
After 2 years	22.66	23.11	23.57
Job Rate Basic Salary	25.62	26.13	26.66

**GROUP 7:**

Bureau Reliever

<b>Hourly</b>	<b>May 11/07</b>	<b>Jan. 1/08</b>	<b>Jan. 1/09</b>
Minimum	\$ 17.11	\$ 17.45	\$ 17.80
After 1 year	18.82	19.20	19.58
After 2 years	22.00	22.44	22.89
Job Rate Basic Salary	24.81	25.30	25.81

**GROUP 8:**

Editorial Support Clerk.

<b>Hourly</b>	<b>May 11/07</b>	<b>Jan. 1/08</b>	<b>Jan. 1/09</b>
Minimum	\$ 16.73	\$ 17.06	\$ 17.40
After 1 year	18.14	18.51	18.88
Job Rate Basic Salary	19.75	20.14	20.54

**GROUP 9:**

Supplies Clerk.

<b>Hourly</b>	<b>May 11/07</b>	<b>Jan. 1/08</b>	<b>Jan. 1/09</b>
Minimum	\$ 15.99	\$ 16.31	\$ 16.64
After 1 year	17.27	17.62	17.97
Job Rate Basic Salary	18.77	19.14	19.53

**GROUP 10:**

Messenger.

<b>Hourly</b>	<b>May 11/07</b>	<b>Jan. 1/08</b>	<b>Jan. 1/09</b>
Minimum	\$ 11.34	\$ 11.57	\$ 11.80
After 1 year	12.21	12.46	12.71
Job Rate Basic Salary	13.22	13.48	13.75

**APPENDIX 'B'**

**RETURN TO WORK**

- (1) There shall be no reprisals or action taken by the Employer, the Union or any employee against any employee as a result of his or her participation or lack of participation in the strike.
- (2) There shall be no break in the seniority of any employee as a result of participation in the strike.



**LETTER OF UNDERSTANDING RE: 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 RE: COUNSELLING SERVICES**

This will confirm our understanding with respect to the counselling services provided by Homewood Employee Health.

It is the intent of the company to continue to make available this service, on a confidential basis and at no cost to the employees, to bargaining unit employees in the Editorial department.

Should this practice change in the future, the Company will advise the Union in advance.

**LETTER OF UNDERSTANDING RE: JOB-SHARING**

During negotiations, the Company agreed to consider requests from employees who wish to enter into a job-sharing agreement.

**LETTER OF UNDERSTANDING RE: PROFESSIONAL MATTERS**

This will confirm our understanding that the Editor-in-Chief shall establish a joint committee, in consultation with employee representatives of the Union, consisting of management and employees in the editorial department to discuss from time to time professional matters of concern to the parties.

This committee will establish guidelines for the newsroom with respect to ethical reporting.

## LETTER OF UNDERSTANDING RE: TRAINING

This letter will confirm our understanding during negotiations that the Company will meet with the local Union at least twice a year to discuss training and retraining associated with the implementation of new technology.

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

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

**During** the life of this agreement, the company will offer mandatory training to all newsroom staff for multi-media content. This may include multi-media forms such as blogs, podcasts and videography; and skills such as writing or editing for the Web and posting content to the Web.

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

The company will meet with the union semi-annually at the union's request to review and discuss the training needs of its staff.

The parties to this Collective Agreement recognize the importance of training student journalists and LFP employees to the community, the paper and employees. To that end, the Parties have agreed to the following provisions:

1. Employees seeking training in job skills or jobs up to the classification of Copy Editor will express an interest to the Managing Editor on or before January 15 each calendar year.
2. At least two employees from the list will be trained each summer in house, selected on the basis of seniority.
3. Employees will be selected from the original list on the basis of seniority before employees who join the list in a subsequent January.
4. It is understood that there will be no more than 4 unpaid student interns per calendar year from post-secondary journalism programs. No unpaid internship will last for a period of longer than one month. No more than one such intern will be engaged at any time.
5. The Employer may also utilize single-shift volunteers from the Western program on the understanding that the Employer, the Union and the University agree on a professional development program for LFP employees. Use of single-shift volunteers will cease in the event of a layoff in the reporter or /copy editor classification.
6. In the event of a layoff of a reporter, photographer or copy editor, no new commitments will be made to engage interns.

The Company will notify the Union of any commitments made to interns.

**LETTER OF UNDERSTANDING RE: RELIGIOUS HOLIDAY SUBSTITUTION**

This letter will confirm our commitment made to you during negotiations that 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 RE: RECOGNIZED HOLIDAY OVERTIME AND CHRISTMAS PAY**

This letter is intended to clarify the payment of holiday premium for employees who are scheduled to work on Christmas Day and overtime premium for employees who are scheduled to work on a shift beginning on a recognized holiday.

An employee who is scheduled to work on Christmas Day will be paid regular salary plus applicable shift differential and an additional premium of two (2) times regular salary plus applicable shift differential for the day.

An employee who is required to work in excess of seven and one-half (7 1/2) hours on a shift beginning on any recognized holiday will be paid regular salary plus applicable shift differential and an additional premium of two (2) times regular salary plus applicable shift differential for all hours worked on such shift.

In all other cases of holiday pay, the provisions of Article 16 apply.

**LETTER OF UNDERSTANDING 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 employees in any classification, or a total of four 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 shifts a week or more during the six 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 RE: SHIFT SCHEDULES**

During the life of this collective agreement, the Company agrees that no employees will be scheduled to finish their regular shifts between the hours of 7 and 8 p.m. except in situations where news events could not reasonably have been foreseen by the Employer.

**LETTER OF UNDERSTANDING RE: VISION CARE**

The Employer agrees to supplement the current vision care benefit of \$100 by up to \$150 for bargaining unit employees and up to \$50 for eligible family members.

**LETTER OF UNDERSTANDING RE: BARGAINING COMMITTEE WAGES**

Notwithstanding Article 3.04, the Employer agrees that in order to expedite the renewal of a new Collective Agreement, when up to four (4) 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 RE: PHOTOGRAPHERS AND REPORTERS**

Twice per year at times mutually agreeable to the parties, the Employer will post a notice asking that photographers, who are interested in writing, and reporters, who are interested in taking photographs, identify themselves to management. The Employer will determine which volunteers will be considered for such duties during that calendar year and provide the Union with the names of such employees. Employees who are not on the approved list shall not perform such duties.

Employees on the list will propose story or photo ideas to management for approval in advance. This does not preclude managers from suggesting ideas which they think employees on the list might be interested in. Employees on the list who choose not to accept an assignment will not be penalized.

Employees will be paid a premium of \$10 per shift when their work in the other classification is published.

It will remain a requirement that reporters assigned to bureaus take pictures as assigned. They will receive a premium on the same basis.

#### **LETTER OF UNDERSTANDING RE: EDITORIAL ASSISTANTS IN SPORTS**

When Editorial Assistants in Sports are required to cover stories which involve complexity and judgment beyond the level of preparing auxiliary material, such as briefs, fact boxes and formatted news stories, they will be paid a premium of \$10 per shift.

It is agreed that these employees will not be expected to perform the full scope of reporter-level duties on an ongoing basis and that payment of this premium does not qualify the editorial assistants as reporters.

#### **LETTER OF UNDERSTANDING RE: MEETINGS WITH SENIOR EDITORIAL MANAGEMENT**

During these negotiations the parties discussed the importance of an ongoing dialogue between the senior editorial management and the Union's unit executive to discuss matters of mutual interest.

It is agreed between the parties that quarterly meetings between the two groups will be held during the life of this Collective Agreement. Meetings will be held more frequently when requested.

It is understood that the intent of such meetings is to foster open communication between management and the Bargaining Unit in the editorial department and ultimately to encourage the continuation of positive employee-employer relations.

It is noted that such meetings are not intended to take the place of or be a substitute for collective agreement negotiations, the grievance procedure or ongoing discussions between management and staff.

#### **LETTER OF UNDERSTANDING RE: TIME SHEETS**

Time sheets will not be changed without a discussion first with the employee.

## **LETTER OF UNDERSTANDING RE: REPORTERS WORKING AS COPY EDITORS**

The Parties to this Collective Agreement agree that reporters will not be assigned to work as copy editors while employees in the copy editor/reporter classification are available, except in extraordinary circumstances.

Assignments to work as a reporter or a copy editor will not be for less than a full shift.

## **LETTER RE: REPUBLICATION RIGHTS**

The Parties agree that any employee claim to copyright and/or republication fees in respect of electronic databases, searchable indexes or CD ROMs is not subject to this collective agreement and the provisions of this article are without prejudice to the actual or potential rights of any party.

It is further agreed that any existing deal with a higher benefit that may be in place will be grandfathered to the existing employees and existing deals for the duration of the collective agreement. Further, this article does not apply to any wire service or co-operative of which the Sun Media is a member or future wire service or co-operative of which it becomes a member.

## **LETTER OF UNDERSTANDING RE: ARTICLE 7.12**

The Parties agree to waive Article 7.12 with respect to London This Week on the understanding that this is a new product. The Company agrees that the current complement of editorial staff in London This Week will not be replaced by freelancers for as long as it is published.

## **LETTER RE: ACTING AS MANAGEMENT**

The current practice of paying employees who act as managers (\$10.00 per shift) will continue for the life of this agreement.

## **LETTER OF UNDERSTANDING RE: HARASSMENT POLICY**

During the 2007 round of collective bargaining, the parties agreed to amend the harassment policy as follows:

1. We must agree to build a process of reporting back to the complainant that appropriate remedial action has been taken.
2. Replace the existing investigation procedure with a procedure conducted by a third party jointly appointed by the union and the company.

3. All editorial staff and managers will attend a one-half-day session given by a trainer of the union's choice at the company's expense.
4. Renewed education on harassment issues and reporting procedure as discussed.

## **HARASSMENT POLICY**

### **PURPOSE**

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

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

This policy and procedure outlines the London Free Press and the union commitment to ensure a harassment and discrimination-free workplace and will act as a guide to employees in adhering to legal and social guidelines regarding the recognition and prevention of harassment and discrimination.

### **POLICY**

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

### **DEFINITIONS**

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

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

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

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

- Unwelcome remarks, jokes, innuendoes, gestures, sarcasm or taunting about a person's body, disability, attire or gender, racial or ethnic background, colour, place of birth, sexual orientation, citizenship, ancestry or socio-economic background;
- Practical jokes, pushing, shoving, etc., which cause humiliation or insult:



- Sexual, demeaning or derogatory remarks or jokes about women or men in general;
- Leering (suggestive staring) or other offensive gestures;
- Excessive loudness or profanity, violent speech carries an implied threat of violent action and may make others uneasy;
- Posting or circulation of offensive photos or visual materials;
- The display of images on walls or computer screens that could reasonably be considered sexually explicit;
- Refusal to work or converse with an employee because of their racial background, gender or sexual orientation;
- Unwanted physical conduct such as touching, patting, pinching, etc. or the invasion of personal space;
- Unwelcome sexual invitations, remarks or requests;
- Threats or punishment because of refused sexual advances or invitations;
- Vandalism of personal property, or of facilities made available to the victim;
- Overt condescension or paternalism which undermines self-respect;
- Mimicry of another person's characteristics;
- Backlash or retaliation for lodging of a complaint or participation in an investigation;
- Abuse of authority, which undermines performance or threatens career or job security.

### **What Workplace Harassment Is Not**

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

### **Prevention and Education**

The London Free Press will ensure that:

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

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

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

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

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

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